

**From:** Williams, Steve [Steve.Williams@nortonhealthcare.org]  
**Sent:** Monday, January 20, 2014 9:00 PM  
**To:** 'Dunn,David Lewis'  
**Subject:** Understanding of current status (Updated 10 PM)

I realized I left out of previous email one other item of agreement of Friday. Below is the corrected list.  
Thanks. . .

David, the following reflects the understanding that Russ and I had from our phone conversation on Friday at 12:10 PM. As you will recall, we went over it point by point with you twice on the phone to make sure we were all in agreement. This, in turn, was what we provided to our attorneys to begin work on appropriate documents, so that we could all maximize what we accomplish this week, and would be the starting point, of course, for the anticipated meeting tomorrow. Please confirm this is your basic understanding of where we are.

1. We take the existing 2008 Affiliation Agreement, as is, and roll it over to a five year agreement, beginning 1-1-2014, with an auto-renewal for additional five year terms.
2. NHC makes lump sum payment of \$10.75 million to UL and UL agrees that the payments covers all claims of any payments UL believes NHC owes or committed to UL. This will include \$3.3 in payments for contracts having already being submitted to UL last July for approval, resubmitted last week to Dr. Dunn, and made retroactive to 7-1-13. The remaining \$7.4 million will be made in a lump sum and shall be used for pediatrics. (We have a list of how it could be allocated or labeled if needed.)
3. NHC's proposed "fix" for land lease amendment that we had submitted (Cincy on through mid Dec) will be agreed to by UL, and we jointly propose to state for approval. It will be made clear that .....
  - a. If UofL discontinues the affiliation agreement with NHC, UL cannot then use that as basis for notice of breach in order to try to take the hospital property.
  - b. NHC must continue to make the hospital available to UL and can't discontinue the affiliation and exclude UL from the hospital, thereby jeopardize UL's pediatric program
4. There would be nothing in any agreement that would prohibit NHC from proceeding with the UK LOI, with the understanding that we would continue our commitment to include UofL appropriately in statewide initiatives, etc. UL agrees to

cooperate and will release its people to plan for peds coverage on the St. Matthews campus.

5. UL and NHC "stand down" on litigation: UL withdraws the Notice of Breach, NHC withdraws the Request for Declaratory Judgment.
6. Tolling agreement is extended for 30 days to finalize above agreements. Tolling agreements can be terminated by either party with 5 days notice.
7. We will get together next Tuesday, Jan 21, with attorneys, and expedite development of agreements.
8. We then get to state authorities as soon as possible, hopefully next week (now this week), to seek conceptual approval, so that before NHC mgmt and board leave town next Friday, Jan 24, we have an understanding as to whether we have a deal or not, subject perhaps to final documentation with state and signatures.

Thanks.

# Exhibit I