

November 13, 2018

BY E-MAIL

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

Highlands Physicians, Inc.
2004 American Way, Suite 201
Kingsport, TN 37660

Attn: Brant Kelch, Executive Director
bkelch@highlandsphysicians.com

**Re: Second Addendum to June 24, 2015 Engagement Letter–
Highlands Physicians, Inc. (“HPI”)**

Gary M. Elden

111 S. Wacker Drive
Chicago, Illinois 60606
t 312.704.7700
dd 312.704.7740
f 312.558.1195
gelden@shb.com

Dear Brant:

This letter agreement represents a Second Addendum to the Shook, Hardy & Bacon (“Shook”) June 24, 2015 engagement letter (“Engagement Letter”) and September 3, 2015 addendum (“Addendum”) thereto for this matter. Shook and HPI agree to and will continue to abide by all terms and conditions the Engagement Letter and Addendum. By signing this Second Addendum, HPI and Shook agree to the following ***additional*** terms:

1. Shook agrees to defend HPI against the September 2018 counterclaims (including any amendments thereto) (“Counterclaims”) filed by Wellmont Health System in the pending litigation, *Highlands Physicians, Inc. v. Wellmont Health System*, Case No. C41368(C).
2. HPI agrees to pay the following hourly rates for work related to defense of the Counterclaims: Gary Elden, \$300; Matthew Wolfe, \$150. OneBeacon Insurance Group (“OneBeacon”) has agreed to pay a proportionate amount of hourly attorneys’ fees for work related to defense of the Counterclaims as follows: Gary Elden, \$450; Amy Cho, \$450; Matthew Wolfe, \$300; Peter O’Neill, \$300; and paralegal work, \$125.

If you agree with these additional terms, please sign and date where indicated below and return a scanned copy to me.

Very truly yours,



Gary M. Elden

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The undersigned hereby accepts this Second Addendum to the Engagement Letter and Addendum as of the date hereof.

HIGHLANDS PHYSICIANS, INC.



Brant Kelch, Executive Director

Dated: 11-14-2018