

February 6, 2019

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: Third 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 Third Addendum to the Shook, Hardy & Bacon (“Shook”) June 24, 2015 engagement letter (“Engagement Letter”), September 3, 2015 addendum (“Addendum”), and November 13, 2018 addendum (“Second Addendum”) thereto for this matter. Shook and HPI agree to and will continue to abide by all terms and conditions in the Engagement Letter and Addenda. By signing this Third Addendum, HPI and Shook agree to the following **additional** terms:

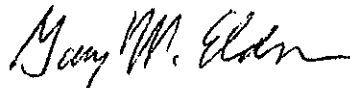
1. Shook agrees to represent HPI in post-verdict work at the trial court level in *Highlands Physicians, Inc. v. Wellmont Health System*, Case No. C41368(C). This work will include, but not be limited to: briefing and arguing post-trial motions on various issues. Because some of the work Shook is now doing could have been done before verdict, Shook will reasonably allocate such work to the original contingency-fee matter.
2. Shook agrees to bill post-verdict work relating to the defense of Wellmont’s Counterclaims under the arrangement that Shook, HPI, and OneBeacon reached relating to that defense (*see* Second Addendum).

3. HPI agrees to pay the following hourly rates for post-verdict work at the trial court level: Gary Elden, \$750; Amy Cho, \$535, Matthew Wolfe, \$535, Peter O'Neill, \$450, and paralegal work, \$235.

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

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Very truly yours,



Gary M. Elden

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

HIGHLANDS PHYSICIANS, INC.



Brant Kelch, Executive Director

Dated: 4/17/19

July 17, 2019

Gary M. Elden

111 South Wacker Drive
Chicago, Illinois 60606

t 312.704.7700

dd 312.704.7740

f 312.558.1195

gelden@shb.com

VIA ELECTRONIC MAIL

Brant Kelch
Executive Director
Highlands Physicians, Inc.
2004 American Way, Suite 201
Kingsport, TN 37660
BKelch@HighlandsPhysicians.com

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

Dear Brant:

This letter agreement represents a Fourth Addendum to the Shook, Hardy & Bacon (“Shook”) June 24, 2015 engagement letter (“Engagement Letter”), September 3, 2015 addendum (“Addendum”), November 13, 2018 addendum (“Second Addendum”), and February 6, 2019 addendum (“Third Addendum”) thereto for this matter. Shook and HPI agree to and will continue to abide by all terms and conditions in the Engagement Letter and Addendum. By signing this Fourth Addendum, HPI and Shook agree to the following ***additional*** terms:

This engagement letter modifies the Second Addendum and the Third Addendum.

The new terms of the engagement for the work done by Shook pursuant to the Second Addendum and Third Addendum are as follows: Shook will represent HPI as stated in the Second Addendum and Third Addendum. As payment for that work, HPI will pay Shook 4% of the total, final, post-appeal amounts due to HPI and the Class. Until December 31, 2019, HPI shall have the option to terminate the foregoing contingency arrangement by paying Shook the hourly rates shown on the Second Addendum and Third Addendum, plus a 0.5% per month premium for all bills more than 30 days past due.

For avoidance of doubt, the original contingency agreement between Shook and HPI documented in Shook's letters of June 24, 2015 and September 3, 2015 (which excluded work on Counterclaims and Post-Verdict Work) remains unchanged.

Brant Kelch

July 17, 2019
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Very truly yours,



Gary M. Elden

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

HIGHLANDS PHYSICIANS, INC.



Brant Kelch, Executive Director

Dated: 07/15/19

GME:nf