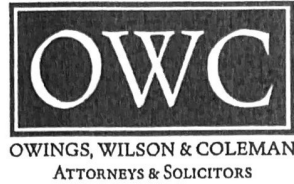


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February 21, 2023

Joseph R. Landsman
President and Chief Executive Officer
University of Tennessee Medical Center
1924 Alcoa Highway
Knoxville, Tennessee 37920

RE: Blount Memorial Hospital, Inc. – Management and Operation of the Hospital
IMMEDIATELY CEASE AND DESIST and PRESERVE DOCUMENTS

Dear Mr. Landsman:

Our law firm represents Blount Memorial Hospital, Incorporated (“Blount Memorial”) in pending litigation with Blount County, Tennessee (the “County”), in the Blount County Chancery Court, docket #22-CH-114, concerning the County’s interference with the management and operation of the hospital and the assets of Blount Memorial. If you are represented by legal counsel, please direct this letter to your attorney immediately and have your attorney notify us of such representation.

This **CEASE AND DESIST DEMAND** is to inform the University of Tennessee Medical Center (“UTMC”) that its discussions with the County to contract for the operation and management of Blount Memorial and/or the “hospital” in Blount County will not be tolerated.

We are advised that the County, particularly Mayor Ed Mitchell and his advisors, without input from the County’s citizens or Blount Memorial, have contacted and begun discussions with UTMC to negotiate a management agreement with UTMC to manage and operate the functions of Blount Memorial Hospital.

Given UTMC’s known eagerness to enter into Blount County’s market for health care services, please be advised that such an agreement with the County will clearly constitute intentional interference with a business relationship and subject UTMC to the payment of monetary damages and costs to Blount Memorial. Further, you are hereby put on notice that Blount Memorial, by and through its charter of incorporation, has an existing contract with the County. Therefore, please be advised that UTMC’s continued negotiations and agreement with the County regarding the management and operation of the functions of Blount Memorial will also constitute intentional interference with Blount Memorial’s contractual relationship, for which UTMC will again be liable for monetary damages and costs to Blount Memorial.

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Contrary to what you may have been advised by the County, the pending litigation between Blount Memorial and the County concerns not only the ownership of the Wellness Facility at the Springbrook Corporate Center, but the ownership of all real property titled in the name of Blount Memorial, including surrounding health care facilities and real properties contiguous to the property on which the original "general nonprofit hospital" was constructed. Because of the nature of how the properties are titled, any attempted agreement between the County and UTMC to manage and operate Blount Memorial and/or the hospital in its current form cannot be completed without the cooperation of Blount Memorial or a judgment in the pending lawsuit. If UTMC's discussions with the County continue, UTMC could also become a necessary party to the pending lawsuit under the Declaratory Judgment Act, Tenn. Code Ann. § 29-14-107.

Additionally, numerous administrators, managers, physicians, nurses, employees, and other staff currently employed by Blount Memorial publicly spoke at the Blount County Commission meeting on February 16, 2023, against Mayor Mitchell's plan to enter into negotiations with UTMC for the management and operation of Blount Memorial and/or the hospital. Indeed, many comments addressed UTMC specifically, citing concerns for UTMC's management style and practices and its recent financial problems. Therefore, please be advised that any agreement between the County and UTMC would have a significant negative impact on the relationship with existing personnel at Blount Memorial.

Finally, until advised otherwise, we **DEMAND** that you preserve all documents, tangible things and electronically stored information potentially relevant to any and all issues described herein. Enclosed herewith for your convenience is more information about this demand and the type of documents and information to be preserved.

Therefore, **CEASE AND DESIST** from all negotiations and discussions with Blount County regarding the management and operations of Blount Memorial and/or the hospital. If you do not correct your conduct within the next twenty-four (24) hours, and immediately cease and desist from engaging in such conduct, you are advised that our client may authorize us to pursue all available legal remedies, including seeking monetary damages, equitable and injunctive relief, and all necessary and incidental expenses, costs, and fees, including court costs and attorneys' fees. Your liability and exposure under such legal action could be extraordinary. Be assured, we are prepared to pursue whatever avenues are necessary on behalf of our client to immediately stop and rectify your conduct.

Sincerely,

John E. Owings

Cc: G. Harold Naramore, M.D., CEO of Blount Memorial
LaJuana G. Atkins, Esq., Chief Legal Officer of Blount Memorial