

STITES & HARBISON PLLC

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February 14, 2011

**VIA E-MAIL ROBERT.AZAR@NORTONHEALTHCARE.ORG
AND REGULAR MAIL**

Jennifer L. Elliott
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Robert B. Azar, J.D., MHA
Senior V.P. & General Counsel
Norton Healthcare, Inc.
234 E. Gray Street, Suite 262
Louisville, Kentucky 40202

Dear Robert:

As described in a letter from Mr. Owsley Brown Frazier dated November 16, the University of Louisville ("University") notified Norton Healthcare, Inc. ("NHC") that it intended to have a representative of the School of Medicine and a member of the University's Board of Trustees attend the meetings of the Board of Directors and the Executive Committee of NKC, Inc.'s successor-in-interest, NHC. Pursuant to the lease agreement referred to in Mr. Frazier's letter ("Lease Agreement"), NHC has a contract obligation to permit the University's representatives to attend these meetings to "assure full and open communication" between the parties to the Lease Agreement.

In a letter dated December 10, 2010, Norton CEO, Mr. Stephen Williams, selected Dr. Robert Hughes as the University Board of Trustee to attend NHC's board meetings. I have been informed that Dr. Hughes received an email last Friday afternoon, February 11, 2011 (from Mr. Williams' executive assistant) which notified Dr. Hughes of the date, time and proposed agenda for a meeting of the NHC board scheduled for tomorrow, February 15, 2011. She also advised Dr. Hughes that he would be asked to leave the board meeting when it goes "into closed, executive session."

NHC has a contract obligation to permit the University's designated representatives to attend both the full Board meetings and the Executive Committee meetings under the specific terms and conditions of the Lease Agreement. The Lease Agreement does not restrict this contract right to "open" sessions of the Board or the Executive Committee.

Dr. Hughes will attend the Board meeting scheduled for tomorrow. I am writing to advise you that the University believes NHC will be in breach of its obligations under the Lease Agreement in the event that Dr. Hughes is asked to leave before the conclusion of the meeting. Feel free to contact me directly if you would like to discuss this further.

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EXHIBIT

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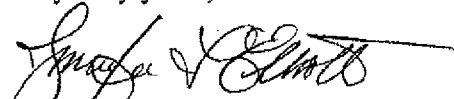
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Very truly yours,



Jennifer L. Elliott

Enclosures

cc: Robert Hughes, M.D.
Dean Edward C. Haperin, M.D.

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Alexandria, VA Atlanta, GA Frankfort, KY Franklin, TN Jeffersonville, IN Lexington, KY Louisville, KY Nashville, TN