

D. Notwithstanding any other provision of this Agreement to the contrary, the parties agree that, as of the date that this Agreement is fully executed, any and all funds remaining in KCC's restricted "Kosair Children's Hospital Fund," as such was contemplated in the Restated Agreement of Affiliation, as amended, shall revert to and remain the separate property of KCC. KCC shall have no further obligation to pay any income derived therefrom to Norton Healthcare or KCH but it will be used in a manner consistent with the intention of the donor, testator or testatrix.

E. The parties agree that any dispute between them arising from a gift, devise, bequest, or trust shall first be submitted for resolution to the Liaison Committee identified in Section 4 above. In the event that the Liaison Committee cannot reach a unanimous decision as to how the respective gift, devise, bequest, or trust shall be directed, the parties agree that any such dispute shall be resolved by binding arbitration in the manner described below. All such disputes shall be resolved by arbitration in accordance with the rules of the American Arbitration Association before an individual arbitrator selected in accordance with those rules. The arbitrator shall apply Kentucky law, without regard to its choice of laws principles. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Each party shall have the right to be represented by counsel. Such arbitration shall take place in Louisville, Kentucky, at a location agreed by the parties. All costs incurred for a hearing room shall be shared equally between the parties. The arbitrator shall be paid a reasonable fee plus expenses which fees and expenses shall be shared equally by the parties. Notwithstanding anything in the foregoing to the contrary, the parties agree that: (1) any resolution of the above matters, whether by the Liaison Committee or through arbitration, shall be determined on the basis of the donor, testator or testatrix's intent; (2) the applicable gift or estate documents shall be considered the primary source to determine the donor, testator or testatrix's intent; and, (3) if intent cannot be determined solely on the basis of the respective gift or estate documents, the Liaison Committee or arbitrator may utilize such other documents or evidence as may be necessary to determine such intent.

7. Hospital Name and Use. Currently named "Kosair Children's Hospital," the parties agree that for the term of this Agreement, Norton Healthcare's pediatric hospital shall use the word "Kosair" as the first word of its institutional name, as may be changed from time to time. Norton Healthcare and KCH may use the Kosair name in association with and when referring to KCH, its programs, activities and services. Otherwise, Norton Healthcare shall not use the name "Kosair" in any manner without the prior written consent of KCC, which consent shall not be unreasonably withheld. Norton Healthcare and KCH agree that in those instances where either Norton Healthcare or KCH is requested to formally approve a fund-raising event by a third party to benefit KCH, Norton Healthcare or KCH shall require such third-party to specify in its promotional material that Norton Healthcare or KCH is the intended beneficiary of the fund-raising event rather than its sponsor or organizer. The parties agree that the term "third-party" as used in the immediately preceding sentence shall not include Norton Healthcare, KCH or any corporate affiliate of Norton Healthcare or KCH. Except as provided for in this Section (7), this Agreement shall not be construed as a license from one party to the other to utilize a party's trademarks, servicemarks, copyrights, patents or other intellectual property.

8. Patient Accounts and Charity Care. During the term of this Agreement, KCH shall fulfill requests by KCC to provide charity care to specific patients or to "write-off" specific patient accounts for charitable purposes. Such charity care requests shall be submitted to KCH in writing and shall be subject to Norton Healthcare and KCH's charity care policies as well as all applicable legal requirements.

9. Norton Healthcare Combined Giving Campaign. Norton Healthcare agrees to include KCC as one of the charities to which Norton Healthcare employees can contribute in connection with Norton Healthcare's Combined Giving Campaign. KCC shall be afforded the same opportunity as are other charities to participate in the Combined Giving Campaign and Norton Healthcare employees will be offered the opportunity to make contributions to KCC in the same manner as to other charities (i.e. through payroll deduction or other payment method).

10. Recognition, Tributes and Dedications.

A. Norton Healthcare agrees that photographs of the then current KCC Board of Directors as well as the then current KCC Executive Director shall be displayed in the lobby of KCH or at such other location within KCH as is agreed upon by the parties. The parties agree that the photographs shall be provided to Norton Healthcare by KCC at KCC's sole expense and that the display shall aesthetically fit within the area surrounding their placement.

B. Norton Healthcare agrees that photographs of the KCC "Funsters" shall be displayed at such a location within KCH as is agreed upon by the parties. The parties agree that the photographs shall be provided to Norton Healthcare by KCC at KCC's sole expense and that the display shall aesthetically fit within the area surrounding their placement.

C. Norton Healthcare agrees to provide KCC the exclusive use of two (2) glass display cases located at the rear entrance of KCH. The contents of the display cases shall be subject to the continuing approval of Norton Healthcare and KCH, which shall not be unreasonably withheld.

D. For the term of this Agreement, Norton Healthcare agrees that the Shriner's statue currently located at the Chestnut Street entrance to KCH shall remain at that location unless both parties agree to relocate the statue to another location. KCC agrees to promptly reimburse Norton Healthcare or KCH for the cost of maintaining or repairing the statue, if any. In the event that Norton Healthcare opens pediatric facilities at a location(s) other than the current KCH downtown campus, Norton Healthcare agrees to display either a statue or other appropriate symbol of the Kosair Shrine/Kosair Charities at such location. In such case, the specific statue or symbol, as well as its placement, shall be agreed upon by both parties and shall be paid for and maintained by KCC. At all times, such statues or symbols shall aesthetically fit within the area surrounding their placement.

11. Term of Agreement.

A. Initial Term. The term of this Agreement shall be twenty (20) years beginning on the 1st day of January, 2007 and continuing through the 31<sup>st</sup> day of December, 2026.

B. Termination.

[1] Either Norton Healthcare or KCC may terminate this Agreement for cause in the event of a material breach by the other party. In such case, the terminating party must give written notice to the other party specifying in reasonable detail the claimed breach. The other party shall have one-hundred twenty (120) days following receipt of such notice in which to cure the breach. If the claimed breach is not so cured within such period, the non-breaching party shall have the right, but not the obligation, to immediately terminate this Agreement.

[2] This Agreement may be terminated at any time upon the mutual written agreement of Norton Healthcare and KCC.

[3] This Agreement may be terminated by KCC, effective immediately if, [i] as a result of a consolidation or merger, there is a change in control of Norton Healthcare materially affecting the composition and number of the Norton Healthcare Board of Trustees such that a majority of the Board members are no longer considered to be representatives of the community as defined by IRS requirements for 501(c)(3) corporations; or, [ii] Norton Healthcare is no longer a nonprofit corporation; or, [iii] KCH fails to maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or Medicare or Medicaid as an accredited provider of healthcare services. No support funding payments, as contemplated by this Agreement, shall be due to Norton Healthcare after such termination is effective. In the event KCC terminates this Agreement under this Section B[3], KCC shall only be obligated to make support funding payments and Norton Healthcare shall only be entitled to retain such payments through the effective date of termination.

12. Miscellaneous.

A. Parties in Interest; Assignment. All provisions of this Agreement will bind and inure to the benefit of the parties to this Agreement and their respective successors and assigns, whether so expressed or not. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement ("Transfer") to any other person or entity, without the prior written consent of the other party, except that Norton Healthcare may Transfer its rights and delegate its duties to [i] its wholly-owned subsidiary, [ii] a corporation which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement, or [iii] a corporation surviving a consolidation or merger to which Norton Healthcare is a party. Any attempted Transfer in violation of this Paragraph will be void. Any Transfer in accordance with the provisions of this Paragraph shall not relieve the transferor of its obligations hereunder or terminate the other party's rights or remedies with respect to those obligations.

B. Status of Parties. This Agreement will not be construed to constitute either party as an agent of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.

C. Third Party Rights. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.

D. Entire Agreement; Amendment; Waiver. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, supersedes all existing agreements or understandings between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Any party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive any inaccuracies in representations and warranties by any other party; [iii] waive performance of any obligations by any other party; and [iv] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

E. Headings. The paragraph headings contained in this Agreement are inserted solely as a matter of convenience and will not affect in any way the construction or interpretation of the terms of this Agreement.

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules. The parties consent to the exclusive jurisdiction and venue of any state or federal court located within or closest to Louisville, Kentucky, and irrevocably agree that any actions relating to this Agreement shall be litigated in such courts, and the parties waive any objection they may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in such court.

G. Severability. If any provision of this Agreement is held to be invalid, or unenforceable under the present or future laws effective during the term of this Agreement, the affected provision(s) shall be limited only to the extent necessary to bring it or them within the requirements of the law and, insofar as possible under the circumstances, to carry out the purposes of this Agreement. The other provisions of this Agreement shall remain in full force and effect, and the invalidity or unenforceability of any provision hereof shall not affect the validity and enforceability of the other provisions of this Agreement, nor the availability of all remedies in law or equity to the parties with respect to such other provisions.

H. Expenses. Each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution and delivery of this Agreement.

I. Notices. All notices, requests, consents and other communications under this Agreement must be in writing and must be [i] mailed by first class certified mail, [ii] sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, or

[iii] delivered (in person, or by a facsimile transmission, telex or similar telecommunications equipment) to receipt, as follows:

If to Norton Healthcare: Norton Healthcare, Inc.  
Attention: President and Chief Executive Officer  
234 E. Gray Street, Suite 225  
Louisville, KY 40202-1903

If to KCC: Kosair Charities Committee, Inc.  
Attention: Executive Director  
982 Eastern Parkway, Suite 3  
Louisville, KY 40217-1568

or to another address of which the addressee has notified the sender in writing in accordance with this Section. Notices given by certified mail will be deemed given at the time of certification, and notices given by any other permitted means will be deemed given at the time of receipt of the notice.

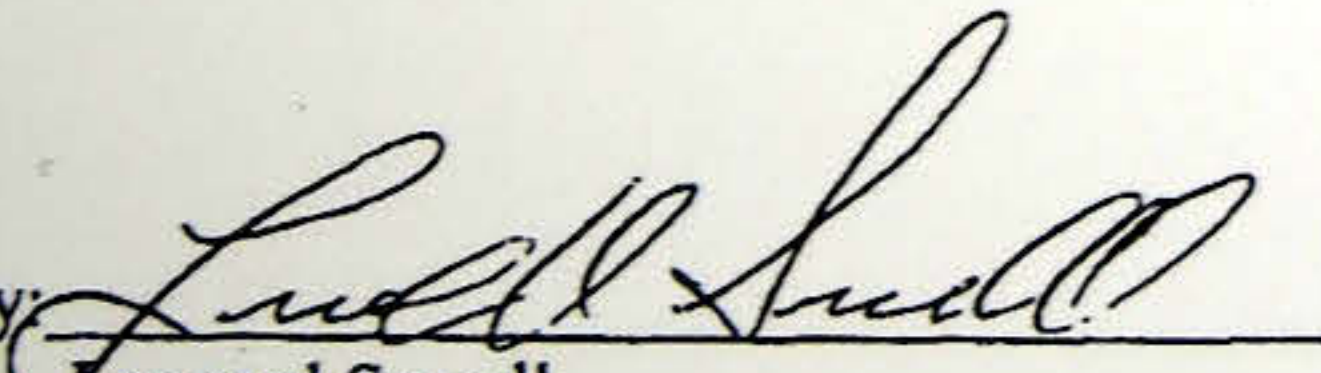
J. Counterparts. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.


K. Attachments. The attachments, if any, attached to this Agreement are a part of this Agreement and are incorporated by reference in their entirety as if fully set forth in this Agreement at the point where first mentioned.

L. Construction. Each party hereto hereby acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

IN TESTIMONY WHEREOF, the parties hereto, by their duly authorized officers, have executed this Second Restated Agreement of Affiliation on the day and year first hereinabove written.

**KOSAIR CHARITIES COMMITTEE, INC.      NORTON HEALTHCARE, INC.**

By:   
Leonard Sewell

By:   
Stephen A. Williams

Its: President

Its: President and Chief Executive Officer

Date: 12-4-06

Date: 12-05-06

Exhibit A

Schedule of Payments From KCC to Norton Healthcare

| Year   | Annual Support <sup>1</sup> |
|--------|-----------------------------|
| 2007   | \$4,318,860                 |
| 2008   | \$4,451,881                 |
| 2009   | \$4,588,999                 |
| 2010   | \$4,730,340                 |
| 2011   | \$4,876,035                 |
| 2012   | \$5,026,217                 |
| 2013   | \$5,181,024                 |
| 2014   | \$5,340,600                 |
| 2015   | \$5,505,090                 |
| 2016   | \$5,674,647                 |
| 2017   | \$5,849,426                 |
| 2018   | \$6,029,588                 |
| 2019   | \$6,215,300                 |
| 2020   | \$6,406,731                 |
| 2021   | \$6,604,058                 |
| 2022   | \$6,807,463                 |
| 2023   | \$7,017,133                 |
| 2024   | \$7,233,261                 |
| 2025   | \$7,456,045                 |
| 2026   | \$7,685,691                 |
|        |                             |
|        |                             |
| Totals | \$116,998,390               |

<sup>1</sup> The annual support funding has been calculated based on a 2005 payment of \$4,189,814.00 indexed at 3.08%.