

MAGNETIC RESONANCE IMAGING FUNDING AGREEMENT

THIS MAGNETIC RESONANCE IMAGING FUNDING AGREEMENT (the "Agreement") is entered into and effective the 5th day of December, 2006, by and between Norton Healthcare, Inc., a Kentucky nonprofit corporation ("Norton Healthcare"), and Kosair Charities Committee, Inc., a Kentucky nonprofit corporation ("KCC").

WHEREAS, Norton Healthcare is the parent corporation which owns Norton Hospitals, Inc.; which, in turn, currently owns and operates several hospitals in Jefferson County, Kentucky, including Kosair Children's Hospital ("KCH");

WHEREAS, contemporaneously with the execution of this Agreement, the parties will execute a Second Restated Agreement of Affiliation between themselves memorializing their relationship and understandings; and,

WHEREAS, Norton Healthcare and KCC have a long history of working together to provide the citizens of their community with efficient access to quality healthcare services and now, with the intention of furthering this mission, KCC desires to make a significant contribution to Norton Healthcare for the acquisition of Magnetic Resonance Imaging ("MRI") equipment and related supplies.

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties herein, it is mutually agreed as follows:

1. KCC Contribution. KCC agrees to provide Norton Healthcare the funding below for the acquisition of MRI equipment and related supplies.

A. MRI Equipment Initiative Funding. On the date that this Agreement is executed by the parties, KCC shall make a one time payment to Norton Healthcare in the amount of Three Million Dollars and no/100 (\$3,000,000.00). Norton Healthcare agrees that all funds disbursed by KCC to Norton Healthcare pursuant to this Agreement will be used or allocated by Norton Healthcare for the acquisition of MRI equipment and related supplies to be used by Norton Healthcare at KCH in association with KCH's delivery of pediatric healthcare services in a manner supportive of the mission of KCH. Norton Healthcare and KCH will be responsible for selecting and acquiring the equipment.

B. Permitted Uses of Funds. Norton Healthcare agrees that such funds shall be expended by Norton Healthcare (i) solely for charitable, scientific or educational purposes in a manner consistent with Norton Healthcare's status as a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code; and (ii) in a manner that complies with all applicable laws, including all limitations imposed on Section 501(c)(3) organizations. The funds shall not be expended, directly or indirectly, (i) to carry on propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of a public election or to carry on a voter registration drive; (iii) for any grant to an individual for travel, study or other similar purposes by the individual; or (iv) for any grant to another organization.

2. Gift Recognition. Norton Healthcare agrees to recognize KCC's gift by affixing a plaque on or in close proximity to the MRI equipment acquired by Norton Healthcare through its

use of the funds identified in Section 1. The selection, inscription and placement of such plaque shall be agreed to by the parties, will be provided for the life of the equipment and shall be placed where it will aesthetically fit with the area surrounding its placement.

3. 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.

4. 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.

5. 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.

6. 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.

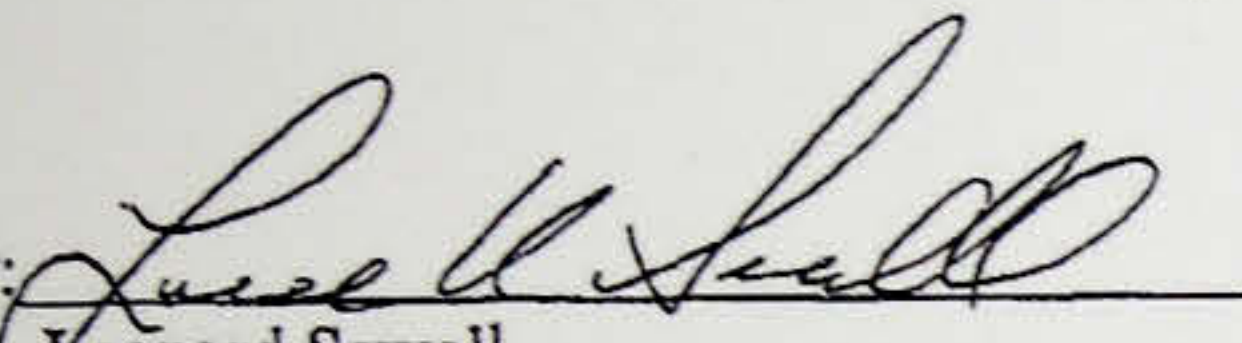
7. Headings. The paragraph headings contained in this Agreement are inserted solely as a matter of convenience and will not affect in any way the construction or interpretation of the terms of this Agreement.

8. 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

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 Magnetic Resonance Imaging Funding Agreement on the day and year first hereinabove written.

KOSAIR CHARITIES COMMITTEE, INC. NORTON HEALTHCARE, INC.

By: 
Leonard Sewell

Its: President

Date: 12-4-06

By: 
Stephen A. Williams

Its: President and Chief Executive Officer

Date: 12-05-06

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