

LIFEPOINT HOSPITALS, INC.

Form DEFA14A

April 28, 2006

**SCHEDULE 14A**  
**(RULE 14a-101)**  
**INFORMATION REQUIRED IN PROXY STATEMENT**  
**SCHEDULE 14A INFORMATION**  
**Proxy Statement Pursuant to Section 14(a)**  
**of the Securities Exchange Act of 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

**Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Under Rule 14a-12

**LIFEPOINT HOSPITALS, INC.**

(Name of Registrant as Specified in its Charter)

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies: N/A

(2) Aggregate number of securities to which transaction applies: N/A

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined): N/A

(4) Proposed maximum aggregate value of transaction: N/A

(5) Total fee paid: N/A

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid: N/A

(2) Form, Schedule or Registration Statement No.: N/A

(3) Filing Party: N/A

(4) Date Filed: N/A

On April 27, 2006, LifePoint Hospitals, Inc. ( LifePoint ) hired Innisfree M&A Incorporated ( Innisfree ) to assist in the solicitation of proxies in connection with its 2006 Annual Meeting of Stockholders to be held on May 8, 2006. For its assistance, Innisfree will receive a fee in an amount not to exceed \$250,000 and reimbursement of certain out-of-pocket expenses in connection therewith. LifePoint has agreed to indemnify and hold Innisfree harmless against certain liabilities arising out of Innisfree's fulfillment of the agreement between the parties. Proxies may also be solicited by directors, officers or employees of LifePoint in person or by telephone or electronic transmission.