



Saint Catherine Healthcare

May 1, 2006

Region I
US Nuclear Regulatory Commission
476 Allendale Road
King of Prussia, PA 19406-1416

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(TEAM)
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(NEW)

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REGION I

Dear Sir or Madam:

Please accept this letter as notification of the completion of the sale of PHC-Ashland, L.P. d/b/a Ashland Regional Medical Center located at 101 Broad Street, Ashland, Pennsylvania. Saint Catherine Hospital of Pennsylvania, LLC as of May 1, 2006 is the new owner and operator, doing business as (d/b/a) **Saint Catherine Medical Center Fountain Springs**. Saint Catherine will continue to operate the facility as a general hospital with certified radiology machines. The officially executed Bill of Sale is also attached for your review.

Please contact Tony Rizzardi at Saint Catherine Medical Center Fountain Springs (570-875-5988) with any questions or concerns, and please send any applicable applications or change of ownership requirements. I look forward to working with your organizations for a smooth change of ownership process.

Sincerely,

Bridget E. Metzler
Vice President - Business Development

138581 / 138582

NMSS/RONI MATERIALS-002

GENERAL BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS GENERAL BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Bill of Sale") is entered into as of April 28, 2006, and effective as of the Effective Time, by and among Saint Catherine Hospital of Pennsylvania, LLC, a Delaware limited liability company (for purposes hereof, "Pennsylvania Buyer"), and PHC-Ashland, L.P., a Pennsylvania limited partnership ("Pennsylvania Seller").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of December 30, 2005, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of April 28, 2006 (collectively, the "Asset Purchase Agreement"), pursuant to which Seller agreed to sell, assign, transfer, convey and deliver (collectively, "Transfer"), and Buyer agreed to purchase and acquire, all of Seller's right, title and interest in and to the Assets; and

WHEREAS, As contemplated by and in accordance with the Asset Purchase Agreement, Pennsylvania Buyer and Pennsylvania Seller desire to effect a Transfer hereunder of the portion of the Assets (other than the Real Property) that are not included in the Indiana Assets, as such term is defined in that certain Bill of Sale, Assignment and Conveyance by and among Saint Catherine Hospital of Indiana, LLC and PHC-Charlestown, L.P., dated as of an even date herewith (the "Pennsylvania Assets").

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.
2. **Assignment.** Pennsylvania Seller does hereby irrevocably and unconditionally Transfer to Pennsylvania Buyer, its successors and assigns forever, all of Pennsylvania Seller's right, title and interest in and to the Pennsylvania Assets (other than the Real Property), free and clear of all liabilities, claims, liens, security interests and restrictions (other than Permitted Encumbrances and the Assumed Liabilities), to have and to hold the same and each and all thereof unto Pennsylvania Buyer, its successors and assigns forever, to its and their own use and benefit forever. Pennsylvania Seller represents and warrants that the Pennsylvania Assets and the Indiana Assets, as defined in that certain Bill of Sale, Assignment and Conveyance by and among Saint Catherine Hospital of Indiana, LLC and PHC-Charlestown, L.P., dated as of an even date herewith, collectively constitute the Assets (other than the Real Property).
3. **Further Assurances.** To the extent consistent with the terms and conditions of the Asset Purchase Agreement, Pennsylvania Seller and Pennsylvania Buyer hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, powers of attorney, instruments or other documents that either of them may reasonably request in order to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and/or by the Asset Purchase Agreement.

4. **Remedies.** The remedies of Pennsylvania Buyer and Pennsylvania Seller with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Asset Purchase Agreement.

5. **Amendment and Modification; Waiver.** Subject to applicable law, this Bill of Sale may be amended, modified and supplemented by written instrument authorized and executed by Pennsylvania Buyer and Pennsylvania Seller at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provisions of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

6. **No Third-Party Beneficiaries.** This Bill of Sale and the covenants and agreements contained herein shall be binding upon Pennsylvania Seller, and its respective successors and assigns. This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof. Neither this Bill of Sale, nor any of the rights, interests or obligations hereunder, may be assigned, in whole or in part, by any party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

7. **GOVERNING LAW.** THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS BILL OF SALE TO THE LAWS OF ANOTHER JURISDICTION.

8. **Governed by the Asset Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Bill of Sale is not intended to alter the obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Asset Purchase Agreement, the parties hereto agree that the terms of the Asset Purchase Agreement shall control; provided, however, that the parties hereby acknowledge and agree that the Transfer of the Pennsylvania Assets from the Pennsylvania Seller to the Pennsylvania Buyer as contemplated by this Bill of Sale is consistent with the terms of the Asset Purchase Agreement.

9. **Headings.** The headings of this Bill of Sale are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

10. **Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. The exchange of copies of this Bill of Sale and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Bill of Sale as to the parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

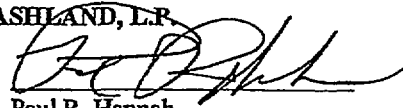
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed in their names as of the date first above written.

PENNSYLVANIA SELLER:

PHC-ASHLAND, L.P.

By:


Paul R. Hannah
Authorized Officer


PENNSYLVANIA BUYER:

SAINT CATHERINE HOSPITAL OF
PENNSYLVANIA, LLC

By:

Name:

Title:


Donald R. Hannah
CHAIRMAN