

 **CENTRAL VERMONT MEDICAL CENTER**
CentralToYourWellBeing.org

Central Vermont Hospital
130 Fisher Road
Berlin VT, 05602
License #: 44-13353-01

Br. 1

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REGION 1
2010 OCT -8 AM 10:48

October 4, 2010

03003292
(Amend)

U.S. NRC Region I
475 Allendale Road
King of Prussia, PA 19406-1415

(Term)
03035645

To whom it may concern:

On October 1st 2010 Central Vermont Cardiology Associates (NRC license #: 44-30620-01) was acquired by Central Vermont Hospital. We respectfully request that Central Vermont Medical Center license #:4413353-01 be amended to include all areas covered under the above stated NRC license #:44-30620-01.

The sealed sources in their possession are:

- One RadQual Cobalt-57 sheet flood source, serial number BM011009050201, Reference date: March 20, 2009 with 10 mCi.
- One North American Scientific Cobalt-57 Vial model#MED3550, serial number 122669, Reference date: April 1, 2008 with 5.472 mCi.
- One Isotope Production Laboratories Cesium-137 vial source, serial number 747-33-12, Reference date: May 1, 2001 with 195.2 microCuries.

Signed documentation which confirms that the sale of the cardiology practice took place and that all parties agreed to these changes has been included for your perusal.

Sincerely,



Nancy Lothian, COO
Central Vermont Hospital
130 Fisher Road
Berlin VT, 05602



Dixie Mercier, Radiology Director
Central Vermont Hospital
130 Fisher Road
Berlin VT, 05602



Kenneth Wohlt, Physicist, RSO
Central Vermont Hospital
130 Fisher Road
Berlin, VT 05602

573665/573666
NMSS/RGN1 MATERIALS-002

Central Vermont Cardiology Associates
130 Fisher Road
Suite 2-1
Berlin VT, 05602
License #: 44-30620-01

September 13, 2010

U.S. NRC Region I
475 Allendale Road
King of Prussia, PA 19406-1415

To Whom It May Concern:

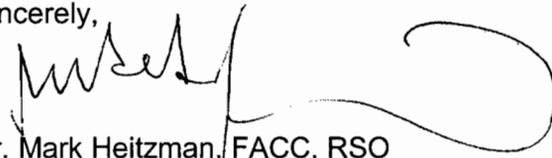
On October 1st 2010 Central Vermont Cardiology Associates will be acquired by Central Vermont Hospital. On this date Central Vermont Cardiology's NRC license will be made inactive (License #: 44-30620-01) and all sealed sources will be transferred to Central Vermont Hospital's nuclear medicine department NRC license #: 44-13353-01.

The sealed sources in our possession are:

- One RadQual Cobalt-57 sheet flood source, serial number BM011009050201, Reference date: March 20, 2009 with 10 mCi.
- One North American Scientific Cobalt-57 Vial model#MED3550, serial number 122669, Reference date: April 1, 2008 with 5.472 mCi.
- One Isotope Production Laboratories Cesium-137 vial source, serial number 747-33-12, Reference date: May 1, 2001 with 195.2 microCuries.

The sources will be wipe tested for contamination before being moved. And after the hot lab at Central Vermont Cardiology Associates is shut down wipe tests will be performed to assure there is no radioactive contamination.

Sincerely,


Dr. Mark Heitzman, FACC, RSO
Central Vermont Cardiology Associates
130 Fisher Road
Suite 2-1
Berlin VT, 05602


Kenneth Wohlt, Physicist, RSO
Central Vermont Hospital
130 Fisher Road
Berlin, VT 05602

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 39, 40, and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee	
1. Central Vermont Cardiology Associates, Inc. 2. 130 Fisher Road, Suite 2-1 Berlin, Vermont 05602	3. License number 44-30620-01 4. Expiration date March 31, 2011 5. Docket No. 030-35645 Reference No.

6. Byproduct, source, and/or special nuclear material	7. Chemical and/or physical form	8. Maximum amount that licensee may possess at any one time under this license
A. Any byproduct material identified in 10 CFR 35.100	A. Any radiopharmaceutical identified in 10 CFR 35.100	A. As needed
B. Any byproduct material identified in 10 CFR 35.200	B. Any radiopharmaceutical identified in 10 CFR 35.200 except generators and gas	B. As needed

9. Authorized use:
- A. Any uptake, dilution and excretion procedure approved in 10 CFR 35.100.
 - B. Any cardiac imaging and localization procedure approved in 10 CFR 35.200.

CONDITIONS

- 10. Licensed material may be used or stored only at the licensee's facilities located at 130 Fisher Road, Suite 2-1, Berlin, Vermont.
- 11. Licensed material is only authorized for use by, or under the supervision of:
 - A. Individuals permitted to work as an authorized user in accordance with 10 CFR 35.13 and 35.14.
 - B. The following individuals are authorized users for the materials and uses indicated:

Authorized Users

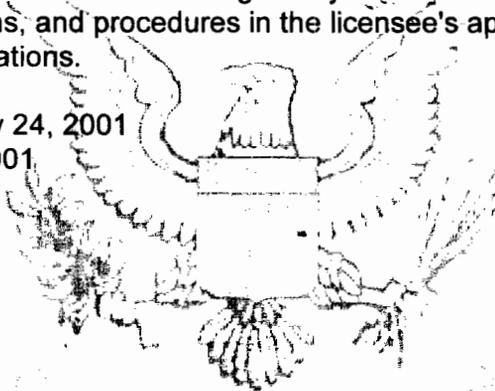
Mark R. Heitzman, M.D.

Material and Use

35.100; 35.200 for cardiovascular clinical procedures

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**License Number
44-30620-01Docket or Reference Number
030-35645

12. The Radiation Safety Officer for this license is Mark R. Heitzman, M.D..
13. In addition to the possession limits in Item 8, the licensee shall further restrict the possession of licensed material to quantities below the minimum limit specified in 10 CFR 30.35(d), 40.36(b), and 70.25(d) for establishing financial assurance for decommissioning.
14. The licensee is authorized to transport licensed material in accordance with the provisions of 10 CFR Part 71, "Packaging and Transportation of Radioactive Material."
15. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed below, except for minor changes in the medical use radiation safety procedures as provided in 10 CFR 35.31. The U.S. Nuclear Regulatory Commission's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.
- A. Application dated January 24, 2001
B. Letter dated March 27, 2001



For the U.S. Nuclear Regulatory Commission

Date March 27, 2001

By

A handwritten signature in black ink, appearing to be "JD", written over a horizontal line.

James P. Dwyer
Nuclear Materials Safety Branch 1
Division of Nuclear Materials Safety
Region I
King of Prussia, Pennsylvania 19406

57054023

 CENTRAL VERMONT MEDICAL CENTER
CentralToYourWellBeing.org

Central Vermont Hospital
130 Fisher Road
Berlin VT, 05602
License #: 44-13353-01

October 5, 2010

U.S. NRC Region I
475 Allendale Road
King of Prussia, PA 19406-1415

To whom it may concern:

In reference to the proposed amendment to CVMC license #: 44-13353-01:

As suggested by Sandra Gabriel a staff member whom we contacted at the NRC; we have included the Asset Purchase Agreement from the purchase of the Central Vermont Cardiology Associates cardiology practice. This information is being shared as proof that the purchase of the cardiology practice did indeed take place and all parties were in accord. Please contact me if you have further questions or concerns in this matter.

Sincerely,



Dixie Mercier, Radiology Director
Central Vermont Hospital
130 Fisher Road
Berlin VT, 05602

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made effective as of the 1st day of October 2010 (the "Effective Date") by and among **CENTRAL VERMONT MEDICAL CENTER, INC.**, a Vermont nonprofit corporation with a principal place of business in Berlin, Vermont ("CVMC"), **CENTRAL VERMONT CARDIOLOGY ASSOCIATES, INC.**, a Vermont corporation with a principal place of business in Berlin, Vermont (the "Practice") and **GREGORY J. MACDONALD, M.D.** and **MARK R. HEITZMAN, M.D.** (together, the "Physicians").

RECITALS

WHEREAS, the Practice is a cardiology practice located in Berlin, Vermont and is owned by the Physicians; and

WHEREAS, CVMC desires to acquire certain of the assets of the Practice as set forth below and employ the Physicians in order to ensure and enhance access to cardiology services throughout CVMC's service area, all on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and reasonableness of which are hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. Sale of Assets –

On the Closing Date (defined below), Physicians and Practice shall sell, transfer and convey to CVMC, on the terms and conditions hereafter provided, all right, title and interest in and to the following: furniture, fixtures, equipment, office and medical supplies (including medications) and medical records owned by them as of the Closing Date (collectively, the "Sale Assets"). In order to effect the transactions contemplated by this Agreement, the parties shall execute a Medical Record Transfer and Administration Agreement in substantially the same form as Schedule A attached hereto and incorporated herein by reference and the Practice and the Physicians shall also execute a Bill of Sale in substantially the same form as Schedule B attached hereto and incorporated herein by reference.

2. Purchase Price–

(a) Assets. The purchase price for the Sale Assets shall be the amount of Fifty-Five Thousand, Two Hundred and Sixty-eight Dollars and No Cents (\$55,268.00) (the "Purchase Price").

(b) Inventory. The purchase price for the Inventory shall be the actual cost of the total items accounted for in the most recent inventory performed on or after September 28, 2010, not to exceed Eight Thousand Dollars and No Cents (\$8,000.00) (the "Purchase Price").

(b) Accounts Receivable. CVMC is not acquiring accounts receivable from Practice or Physicians. All accounts receivable generated by the Practice or Physicians prior to the Closing Date shall accrue to the Practice and Physicians and all accounts receivable generated by Physicians and/or Practice on or after the Closing Date shall accrue to CVMC.

(c) Excluded Assets. Except as otherwise expressly provided herein, all other assets of the Practice or Physicians prior to the Closing Date shall remain assets of the Practice and Physicians following the closing of the transactions contemplated by this Agreement.

3. Payment – On the Closing Date, CVMC shall pay the Purchase Price to the Practice in cash, check or wire transfer.

4. Employment Agreement - CVMC and Physicians agree that CVMC will employ Physicians and the Practice's employee Michael Hayes, M.D. to provide medical services to the public in accordance with the terms of a Physician Employment Agreement in the form used by CVMC for similarly situated physicians.

5. Payables and Liabilities - Except as otherwise expressly provided herein, all payables and liabilities of the Practice or Physicians of whatever kind or amount shall be the responsibility of Practice and Physicians, and CVMC expressly does not assume any such payables or liabilities. Practice and Physicians will hold CVMC harmless and indemnify CVMC from any payables or liabilities of Practice or Physicians.

6. Transactions at Closing - In addition to this Agreement, CVMC, Physicians and/or Practice, as the case may be, will execute the following documents on the Closing Date:

- (a) Medical Records Transfer and Administration Agreement (Schedule A);
- (b) Bill of Sale (Schedule B);
- (c) Tradename Registration for the name "CVMC Cardiology" by CVMC;
- (d) a letter terminating various agreements by and between Practice and CVMC; and
- (g) Such other documents or instruments as may be reasonably necessary to affect the closing and the transactions contemplated by this Agreement.

7. Representations and Warranties –

(a) The Practice and each of the Physicians jointly and severally warrant and represents to CVMC that:

1. They have good and marketable title to the Sale Assets and that, except as disclosed on the Disclosure Schedule attached hereto, the Sale Assets are free and clear of all restrictions on the transfer and/or assignment thereof or any contractual obligations pertaining to the Sale Assets not disclosed in this Agreement. Neither the Practice nor the Physicians knows of any claims or any basis for claims which reasonably could be expected to result in the creation or existence of any lien, encumbrance, interest, claim or demand on or against the Practice or the Sale Assets.

2. The Practice is a corporation duly organized, validly existing and in good standing under the laws of the State of Vermont, has full power and authority to own all of its property and assets and to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in all jurisdictions where the ownership or leasing of property by it or the conduct of its business requires it to be so qualified.

3. There is no agreement with respect to the operation of the Practice or the Sale Assets except as previously disclosed to CVMC.

4. They have the right and authority to execute this Agreement and the authority to consummate the transactions contemplated herein.

5. The Practice's and each of the Physician's business, properties, plant and offices do not exist or operate in violation of any federal, state or local code, law, regulation or ordinance regulating zoning, city planning, fire safety, environmental protection, health, welfare, sanitation, hazardous waste, toxic material, occupational safety and health, building codes, equal employment opportunity or similar matters now or hereafter applicable to its business, properties, or operations as presently conducted. All permits, licenses, franchises, consents and other authorizations necessary for the conduct of the Practice's and each of the Physician's business have been timely obtained and are currently in effect, as set forth in the Disclosure Schedule. Neither the Practice nor the Physicians is in violation of any term or provision of any such permit, license, franchise, consent or other authorization. Neither the Practice nor either of the Physicians is aware of any proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations or other proceedings which would be applicable to the Practice's and either of the Physician's business, operations or properties and which might adversely affect the properties, assets, liabilities, operations or prospects of either, either before or after the Closing Date.

6. There is no litigation or other judicial, administrative or investigative proceeding, at law or in equity or otherwise, pending or threatened before any court or by eminent domain or before or in any court or federal, state, local or other governmental department, commission, board, bureau, or agency or non-governmental arbitration board or commission against the Practice or either of the Physicians or affecting the Sale Assets. Neither the Practice nor either of the Physicians is operating under, subject to or in default with respect to any order, writ, injunction or decree of any court or federal, state, local or other governmental department, commission, board, bureau, or agency or non-governmental arbitration board or commission.

7. This Agreement does not contain any untrue statement of a material fact; this Agreement does not omit to state a material fact necessary in order to make the statements contained herein not misleading. There is no fact known to them which materially and adversely affects the Practice, either of the Physicians or the Sale Assets.

8. They are not transferring any contracts or commitments of any kind to CVMC.

9. This Agreement has been validly executed and delivered by, and constitutes the valid and binding obligation of, the Practice and the Physicians enforceable in accordance with its terms, and each of the documents to be executed by the Practice or the Physicians in connection with this transaction constitutes the valid, binding and enforceable obligation of them.

10. The execution, delivery and performance of this Agreement and the consummation of the transactions or performance of the agreements contemplated hereby do not and will not conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, applicable to the Practice or either of the Physicians, nor give any third party a right to accelerate any obligation under any contract to which the Practice or either of the Physicians is bound, and do not and will not conflict with, or result in a breach or violation or constitute a default under the governance documents of the Practice. No consent, approval or authorization of or declaration or filing with any governmental authority or any other person or entity on the part of the Practice or either of the Physicians is required in connection with the valid execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

11. All financial statements of any kind which have been provided to CVMC are complete and correct, without material omission and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. Neither the Practice nor either of the Physicians, as of the Closing Date and since the dates of the financial records referred to above, has (i) incurred any liability (absolute or contingent) except current liabilities; (ii) subjected any of its assets to any mortgage, lien, security interest or other encumbrance; (iii) sold, leased, or otherwise, transferred any of its assets except for inventory sold in the ordinary course of business; (iv) entered into any agreement or transaction other than in the ordinary course of business; (v) released or waived any material rights, (vi) received any notice of termination of any contract, lease or other arrangement or suffered any damage, destruction or loss (whether or not covered by insurance) which, in any case or the aggregate, has had a materially adverse effect on the assets, operations, or prospects of the Practice or the Physicians; (vii) suffered any change, event or condition, which, in any case or in the aggregate, has had or may have a materially adverse effect on either the Practice's or either of the Physician's business condition, operations or prospects, including without limitation any change in either the Practice's or either of the Physician's revenues, costs, or relations with its employees, agents, customers or suppliers.

12. The Practice and the Physicians have duly filed with the appropriate governmental agencies all tax reports and returns required to be filed by them. The

Practice and the Physicians have duly paid or accrued all taxes shown thereon as owing in respect of the periods covered by such returns. As used herein, the term "tax" includes, without limitation, all federal, state, local and foreign income, profits, sales, use, occupancy, excise, added value, employees' income withholding, social security, franchise, property, and all other governmental taxes, license fees and other charges of every kind and description and related governmental charges imposed by the laws and regulations of any governmental jurisdiction.

13. All properties and assets of the Practice and the Physicians are insured in amounts and against risks usually insured against by persons operating similar businesses. All such policies pursuant to which coverage exists are in full force and effect and have been issued under valid policies for the benefit of the Practice or the Physicians by insurance carriers licensed to do business in Vermont. Such policies, with respect to their amounts and types of coverage, are adequate to insure fully against risks to which the Practice and the Physicians are normally exposed in the operation of their business. There are no pending claims against the Practice or either of the Physicians for personal injuries, products liability, professional liability, property or other damage under any insurance policy heretofore or presently issued to the Practice or either of the Physicians. Neither the Practice nor either of the Physicians has received any notice from any insurance carrier which has issued a policy of insurance with respect to the Practice or either of the Physicians or any of their properties or from any board of fire underwriters (or other body exercising similar functions) of any cancellation, defaults, defects or deficiencies or requesting the performance of any repairs, alterations or other work or the undertaking of any other actions.

14. The Sale Assets are in a condition reasonably necessary to carry out the business of the Practice as it is being currently conducted, ordinary wear and tear excepted.

(b) CVMC warrants and represents to Practice and Physicians that:

1. CVMC is a Vermont nonprofit corporation, duly qualified and in good standing under the laws of the State of Vermont.

2. CVMC warrants that it has the right and authority to execute this Agreement.

3. CVMC is not subject to any order of any court or governmental authority, any pending action suit, proceeding, inquiry or investigation at law or in equity, or before any court, arbitrator, public board or body, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect the transactions contemplated by this Agreement.

4. This Agreement does not contain any untrue statement of a material fact; this Agreement does not omit to state a material fact necessary in order to make the statements contained herein not misleading.

8. **Closing and Possession** - The closing under this Agreement shall be held at the offices of CVMC, or at such other place as may be mutually agreed upon by the parties at 12:00

p.m. on September 29, 2010 or at such other time as may be mutually agreed upon by the parties with an effective date of October 1, 2010 (the "Closing Date"). Possession of the Sale Assets shall be given by the Practice to CVMC effective on the Closing Date.

9. **Covenant of the Practice and the Physicians.** The Practice and the Physicians will cooperate with CVMC in order to permit CVMC to use the existing business telephone numbers and merchant account/credit card account system being used by the Practice after the Closing Date. CVMC agrees to assume monthly charges related to any telephone accounts retained by CVMC after the Closing Date.

10. **Post-Closing Covenants of CVMC** - CVMC will make commercially reasonable efforts to offer employment to all existing Practice employees with compensation and benefits on terms that approximate their current compensation and benefits, subject however to a standardization of compensation and benefits for all CVMC employees performing substantially similar functions. CVMC reserves the right to reassign such employees to other practices to meet this covenant.

The persons comprising the staff, their respective titles and compensation is provided in the Disclosure Schedule. The Practice and each of the Physicians jointly represent that the employees listed on the Disclosure Schedule are their only employees and that they have no written employment agreements with any of their employees and have no oral or written understandings with any of their employees which relate to terms of conditions of such employee's employment. The Practice and Physicians jointly represent that neither the Practice nor the Physicians have made any promises or representations to any of the employees that CVMC or any of its affiliates would continue in effect any benefit to which they may now be entitled or believe themselves to be entitled, or would pay or grant any bonus or benefit which any employee may have accrued during his or her employment by the Practice or Physicians.

11. **Tax Clearances.**

(a) The Practice and the Physicians shall secure all necessary tax clearances in order to convey the Sale Assets free and clear of all tax liens including, but not limited to, evidence of the compliance with requirements of 21 V.S.A. §1322 (relating to unemployment contributions).

(b) CVMC shall comply at its own expense with the provisions of 32 V.S.A. § 3260.

12. **Brokers** – The parties each represent and warrant to the others that none has retained anyone to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee. Each party agrees to indemnify and hold harmless the other parties from any damage or injury resulting from the breach of this representation.

13. **Default** - If CVMC shall fail to pay the Purchase Price or complete the purchase as provided for herein, Practice and Physicians may immediately terminate this Agreement and be entitled to pursue their respective rights to all legal and equitable remedies. If Practice or

Physicians shall fail to complete the transactions as provided for herein or Practice or Physicians shall fail to complete their respective obligations provided for herein, CVMC may immediately terminate this Agreement and be entitled to pursue its respective rights to all legal and equitable remedies.

14. Indemnification - CVMC agrees to defend, indemnify and hold the Practice and the Physicians harmless from and against any damages, liabilities, losses and expenses (including reasonable attorney's fees) of any kind or nature whatsoever which may be sustained or suffered by them as a result of any claim, action or suit, whether groundless or otherwise, all as may arise from actions of the Practice taken on and after the Closing Date. Each of the Practice and each of the Physicians jointly and severally agrees to defend, indemnify and hold CVMC and its employees, agents, officers and trustees harmless from and against any debt not expressly assumed by CVMC herein, damages, liabilities, losses and expenses (including reasonable attorney's fees) of any kind or nature whatsoever which may be sustained or suffered by it as a result of any claim, action, suit or judgment, whether groundless or otherwise, all as may arise from actions of the Practice or either of the Physicians taken prior to the Closing Date, including any misrepresentation of financial or other matters, or breach of a representation, warranty, covenant or obligation herein of either the Practice or either of the Physicians.

15. Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

16. Notices - Any notices required to be given hereunder shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, via registered mail or certified mail, with return receipt requested, addressed as follows:

- (a) If to Practice or Physicians: Central Vermont Cardiology Associates, Inc.
130 Fisher Road, Suite 2-1
Berlin, Vermont 05602
Attn: _____
- (b) If to CVMC: Central Vermont Medical Center, Inc.
P.O. Box 547
Barre, Vermont 05641
Attn: Richard Morley

The addresses and persons entitled to receive the notices provided for above may be changed by written notice to the other party given in accordance with the provisions of this Section.

17. Assignment - This Agreement may not be assigned by any party, without the prior written consent of all parties hereto, except that CVMC may assign its rights and obligations hereunder to a related corporation of CVMC.

18. Effect of Agreement - This Agreement and the Disclosure Schedule and documents referred to herein state the whole agreement of the parties hereto regarding the purchase and sale of the Sale Assets, and all prior agreements, understandings, representations,

covenants and agreements and warranties made by either party prior to the date of this Agreement are merged herein, and this Agreement alone fully expresses the understanding and agreements of the parties hereto. The terms of this Agreement may not be altered, modified or amended in any respect except by written Agreement executed by the parties hereto.

19. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be treated for all purposes as an original.

20. **Headings** - The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

21. **Expenses** - Each of CVMC, the Practice and the Physicians agree to bear their own respective expenses in connection with the negotiation and execution of (i) this Agreement; and (ii) the consummation of the transactions contemplated thereby including, without limitation, all legal, accounting fees and expenses.

22. **Number and Gender**. As used in this Agreement, all pronouns and any variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person(s) or entity(ies) may require.

23. **No Waiver** - No waiver of any term or condition of this Agreement, or of any remedy hereunder, shall be construed to be a continuing waiver of the same or any other term or condition of this Agreement, or of the same or any other remedy hereunder.

24. **Governing Law** - This Agreement shall be governed by and enforced in accordance with the laws of the State of Vermont.

25. **Severability** - If any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect under any law, such provision shall not affect the validity, legality and enforceability of any other provision of this Agreement, and each provision of this Agreement shall be enforced to the full extent permitted by law.

26. **Survival of Obligations** - The terms and provisions of this Agreement shall, to the extent applicable, survive the Closing Date and continue in full force and effect and shall not be merged or extinguished by the act of closing or the execution and/or delivery of the documents or instruments of transfer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

IN PRESENCE OF:

CENTRAL VERMONT CARDIOLOGY ASSOCIATES, INC.

Timothy A. [Signature]
Witness

Timothy A. [Signature]
Witness

Timothy A. [Signature]
Witness

By: [Signature]
Duly Authorized Agent

Gregory J. MacDonald
Gregory J. MacDonald, M.D.

[Signature]
Mark R. Heitzman, M.D.

CENTRAL VERMONT MEDICAL CENTER, INC.

Timothy A. [Signature]
Witness

By: [Signature]
Richard Morley, Vice President of Operations

This is to acknowledge the receipt of your letter/application dated

10/4/2010, and to inform you that the initial processing which includes an administrative review has been performed.

- Amendment (44-13353-01) There were no administrative omissions. Your application was assigned to a technical reviewer. Please note that the technical review may identify additional omissions or require additional information.

- Please provide to this office within 30 days of your receipt of this card
-

A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned **Mail Control Number** 573665.
When calling to inquire about this action, please refer to this control number.
You may call us on (610) 337-5398, or 337-5260.

This is to acknowledge the receipt of your letter/application dated

10/4/2010, and to inform you that the initial processing which includes an administrative review has been performed.

Termination (44-30620-01)
There were no administrative omissions. Your application was assigned to a technical reviewer. Please note that the technical review may identify additional omissions or require additional information.

Please provide to this office within 30 days of your receipt of this card

A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned **Mail Control Number** 5736666.
When calling to inquire about this action, please refer to this control number.
You may call us on (610) 337-5398, or 337-5260.