



400 Fairview Heights Rd. • Summersville, WV 26651 • 304-872-2891 • www.summersvileregional.org

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July 25, 2019

Via Email and Overnight Mail

U.S. Nuclear Regulatory Commission
Medical and Licensing Assistance Branch
Division of Nuclear Materials Safety, Region I
2100 Renaissance Blvd.
King of Prussia, PA 19406-2713
Attn: Farrah C. Gaskins

03037131

REC RG 1 07 26 19 AM 09:51

Re: U.S. Nuclear Regulatory Commission ("NRC") Materials License 47-31126-01 ("NRC License")

Dear Ms. Gaskins:

Summersville Regional Medical Center ("SRMC") is in receipt of your June 28, 2019 letter regarding SRMC, Acceptance of Notification of Transfer of Control, Mail Control No. 611667, wherein you requested that SRMC notify the NRC in writing after the closing of the transaction between SRMC and The West Virginia Health Care Cooperative, Inc. ("WVHCC"). This letter shall serve as the requested written notification that effective July 1, 2019, WVHCC assumed operations of SRMC from Summersville Regional Medical Center Commission ("Hospital Commission") and leased the properties owned by the City of Summersville Building Commission ("Building Commission"). Attached to this letter are the following executed agreements, which confirm the completion of the transaction:

1. Operating Lease and Agreement dated December 31, 2018, by and among Hospital Commission, Building Commission, and WVHCC;
2. Assignment, and Assumption of Leases, Contracts, Licenses and Permits dated as of July 1, 2019, by and among Hospital Commission, Building Commission, and WVHCC; and
3. Grant and Assignment dated as of July 1, 2019, by and among Hospital Commission, Building Commission, and WVHCC.

With this information, please confirm that the NRC is in a position to issue an administrative amendment to the NRC License. If you have any questions or need any additional information, please do not hesitate to contact Felicia Imbrogno at 304-598-4387.

Sincerely,

Karen Bowling
President and CEO

Summersville Regional Medical Center

Enclosures

OPERATING LEASE AND AGREEMENT
BY AND AMONG
SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION
AND
CITY OF SUMMERSVILLE BUILDING COMMISSION
AND
THE WEST VIRGINIA HEALTH CARE COOPERATIVE, INC.
DATED AS OF DECEMBER 31, 2018

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THIS OPERATING LEASE AND AGREEMENT, dated as of December 31, 2018, by and among the **SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION d/b/a SUMMERSVILLE REGIONAL MEDICAL CENTER**, a municipal hospital commission under the laws of the State of West Virginia (the "Hospital Commission"), **CITY OF SUMMERSVILLE BUILDING COMMISSION**, a public corporation and municipal building commission under the laws of the State of West Virginia (the "Building Commission"), and together or alternately, as applicable, with the Hospital Commission, the "Commission"), as lessor, and **THE WEST VIRGINIA HEALTH CARE COOPERATIVE, INC.**, a West Virginia nonprofit corporation (the "Corporation"), as lessee.

WITNESSETH:

WHEREAS, the Hospital Commission is a municipal hospital commission established pursuant to the provisions of Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the "Hospital Act"); and

WHEREAS, the Building Commission is a public corporation established as a municipal building commission pursuant to the provisions of Chapter 8, Article 33 of the Code of West Virginia, 1931, as amended (the "Building Commission Act", and together with the Hospital Act, the "Act"); and

WHEREAS, pursuant to the Hospital Act, the Hospital Commission has plenary power and authority to take all steps, and to make and enter into all contracts or agreements necessary, appropriate, useful, convenient or incidental to the performance of its duties and execution of its powers and authority; and

WHEREAS, pursuant to the Building Commission Act, the Building Commission has plenary power and authority to, among other things, contract and be contracted with and lease its property or any part thereof, for public purposes, to such persons and upon such terms as the Building Commission deems proper; and

WHEREAS, by Deed dated June 29, 1992 (the "Deed"), and Bill of Sale and Assignment dated June 29, 1992, the City of Summersville (the "City") transferred to the Building Commission all its right, title and interest in and to all properties owned by the City and used in connection with Summersville Regional Medical Center (formerly known as Summersville Memorial Hospital) (the "Hospital"); and

WHEREAS, the Hospital Commission has operated the Hospital pursuant to an Amended and Restated Management Agreement dated as of September 1, 2006, between the Building Commission and the Hospital Commission, acting through its Board of Trustees for and on behalf of the City pursuant to the Hospital Act; and

WHEREAS, the Hospital provides acute, emergency, outpatient, clinic, and long-term care to the residents of the City and the surrounding area, and works diligently to provide the best possible emergency, intensive and primary care to the citizens of Central West Virginia; and

WHEREAS, such undertakings serve the highest public interest and are essential to the health and welfare of the residents of the City and the surrounding area but must be carried out in the most efficient manner and at the lowest cost practicable and consistent with such undertakings; and

WHEREAS, the Commission has determined that, to achieve the flexibility required for such efficient manner and lowest cost practicable, it is desirable and in the best interests of the Hospital and the residents of the City and the surrounding area for the Commission to cease operating the Hospital and to lease the Hospital to the Corporation for operation by the Corporation pursuant to the terms hereof; and

WHEREAS, the Corporation desires to operate the Hospital and has agreed to assume responsibility for carrying out the undertakings of the Hospital and has made other agreements with respect to such operation, all as set forth herein; and

WHEREAS, West Virginia University Hospitals, Inc. ("WVUH") is the sole member of the Corporation; and

WHEREAS, the Building Commission and the Hospital Commission are authorized and empowered by the Act, and other statutes of the State, to enter into this Agreement, and each of the Building Commission, the Hospital Commission and the Corporation have full power and authority to enter into this Agreement and have taken all corporate or other actions necessary for the execution and delivery of this Agreement and the accomplishment of the provisions hereof.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Building Commission, the Hospital Commission and the Corporation agree as follows:

[The remainder of this page intentionally left blank.]

ARTICLE I
DEFINITIONS; CONSTRUCTION; EFFECTIVE DATE

Section 101. Definitions. The following terms used in this Agreement shall, unless the context clearly indicates a different meaning, be construed as follows:

“Accounts Receivable” means any and all rights to payment for services rendered or for goods sold or leased that are not evidenced by instruments or chattel paper, whether or not they have been earned by performance, as shall be permitted by law.

“Act” means, collectively, the Building Commission Act and the Hospital Act.

“Affiliate” means a corporation in control of, controlled by or under common control with the Corporation. For these purposes, one corporation shall be deemed to control another if it owns more than 50% of the voting stock of the other corporation or has the power to elect more than 50% of the directors or members of the governing board of the other corporation. One corporation shall be deemed to be under common control with another if more than 50% of their directors or members of their governing boards overlap or the same Person, as hereinafter defined, owns more than 50% of the voting stock or has the power to elect more than 50% of the directors or members of the governing boards of both corporations.

“Agreement,” “this Agreement” and similar terms mean this Operating Lease and Agreement dated as of December 31, 2018, between the Building Commission, the Hospital Commission and the Corporation, and any amendments or supplements hereto.

“Building Commission” means the City of Summersville Building Commission, a public corporation created under the Building Commission Act.

“Building Commission Act” means Chapter 8, Article 33 of the Code of West Virginia of 1931, as amended, and any successor provisions thereto.

“Commission” means, collectively or alternately, as applicable in the context, the Building Commission and the Hospital Commission.

“Book Value,” when used in connection with Leased Property, as hereinafter defined, means the value of such Leased Property, net of accumulated depreciation, as it is carried on the books of the Corporation.

“Certified Public Accountant” means an Independent (as hereinafter defined) certified public accounting firm that is appointed by the Corporation for the purpose of examining and reporting on or passing on questions relating to the financial statements of the Corporation, has all certifications necessary for the performance of such services and has a favorable reputation for skill and experience in performing similar services in respect of businesses of a comparable size and nature.

“City” means the City of Summersville, a municipal corporation organized and existing under the laws of the State of West Virginia.

“Code” means the Internal Revenue Code of 1986, as amended, and any applicable regulations. Reference herein to any specific provision of the Code shall be deemed to refer to any successor provision of the Code.

“Corporation” means The West Virginia Health Care Cooperative, Inc., a nonstock, nonprofit and charitable corporation, organized and existing under the laws of the State of West Virginia, and its legal successors and assigns.

“Event of Default” means any one or more of those events set forth in Section 701 hereof.

“Existing Assets” means all tangible personal property comprising the Hospital or otherwise useful in the operation of the Hospital and owned by the Commission at the Transfer Date, as hereinafter defined, all as more particularly described in Section 301 hereof.

“Existing Facilities” means the parcel or parcels of land described in Schedule 101 attached hereto and incorporated hereby by reference and all buildings thereon, improvements thereto and fixtures attached thereto as of the Transfer Date, as hereinafter defined.

“Facilities” means the Existing Facilities and all replacements thereof and betterments or improvements thereto, all of which are subject to this Agreement.

“Financing” means Indebtedness, as hereinafter defined, incurred by the Corporation in connection with the Facilities, as further described in Section 601 hereof.

“Fiscal Year” means the 12-month period ending on December 31 of each year or such other fiscal year of 12 months as may be selected by the Corporation.

“Gross Revenues” means all receipts, revenues, income and other moneys received by or on behalf of the Corporation and all rights to receive the same whether in the form of Accounts Receivable, contract rights, chattel paper, instruments, general intangibles or other rights, and the proceeds thereof, including any insurance proceeds and any condemnation awards, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Corporation; provided, however, that there shall be excluded from Gross Revenues gifts, grants, bequests, donations and contributions heretofore or hereafter made, designated or restricted at the time of making thereof by the donor or maker as being for certain specified purposes; and provided, further, that unless otherwise required by this Agreement, Gross Revenues of the Corporation shall not include revenues of any Affiliate.

“Hospital” means and includes the in-patient and out-patient health care facilities and services operated by the Commission in connection with Summersville Regional Medical Center on the Transfer Date, as hereinafter defined, consisting of the Existing Facilities, the

Existing Assets and any other health care service components of the Hospital rendering patient care services on the Transfer Date.

“Hospital Act” means Article 16, Chapter 8 of the Code of West Virginia, 1931, as amended, and any successor provisions thereto.

“Hospital Commission” means the Summersville Regional Medical Center Commission, a municipal hospital commission created pursuant to the provisions of the Hospital Act.

“Indebtedness” means all obligations for the payment of money incurred or assumed by the Corporation, or incurred by the Building Commission or the Hospital Commission prior to the Transfer Date, in connection with the Hospital, whether due and payable in all events, or upon the performance of work, possession of property as lessee or rendering of services by others, including guarantees but excluding accounts payable. The Corporation shall assume all such obligations of the Commission or the City relating to the Hospital as of the Transfer Date, after which date neither the Commission nor the City shall have any Indebtedness relating to the Hospital; provided, that the Building Commission shall serve as a conduit issuer for any assumption by the Corporation of the bonded indebtedness described in Section 402 or, at the request of the Corporation, any refinancing thereof, and the Building Commission’s fee interest in the Facilities shall continue to be encumbered in connection therewith.

“Independent” or “independent” means, as regards any Person (as hereinafter defined), one who is not and does not have a partner, director, officer, member or substantial stockholder who is a member of the board of directors of the Corporation or an Affiliate, or an officer or employee of the Corporation or an Affiliate; provided, that the fact that a Person is retained regularly by or transacts business with the Corporation or an Affiliate shall not, in and of itself, cause such Person to be deemed an employee of the Corporation or an Affiliate for the purposes hereof.

“Leased Property” means the Facilities and the Existing Assets, which are leased by the Commission to the Corporation pursuant to this Agreement.

“Liabilities” means all liabilities of the Hospital or the Commission as of the Transfer Date, as hereinafter defined, whether known or unknown, whether absolute or contingent and including but not limited to professional malpractice liability, accounts payable and employee benefits.

“Lien” means any mortgage, pledge, security interest, lien, judgment lien, easement or other encumbrance on title, including but not limited to any mortgage or pledge of security interest in or lien or encumbrance on any Leased Property that secures any Indebtedness or other obligations of the Corporation or which secures any obligations of a Person (as hereinafter defined) other than an obligation to the Corporation.

“Officer’s Certificate” means a certificate signed by the chief executive officer or the chief financial officer of the Corporation.

“Person” means and includes an individual, a corporation or any division thereof, a partnership, an association, a joint stock company, a joint venture, a limited liability company, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“State” means the State of West Virginia.

“Transfer Date” means July 1, 2019, or such later date as is mutually agreed upon by the Building Commission, the Hospital Commission and the Corporation; provided, that in no event shall the Transfer Date occur prior to completion of the conditions precedent set forth in Section 103 hereof.

Section 102. Construction of References.

A. References by number in this Agreement to any Article or Section shall be construed as referring to the Articles and Sections contained in this Agreement, unless otherwise stated. The words “hereby,” “herein,” “hereof” “hereto” and “hereunder” and any compounds thereof shall be construed as referring to this Agreement generally, and not merely to the particular Article, Section or subdivision in which they occur, unless otherwise required by the context.

B. Unless the context clearly requires otherwise, the term “hereafter” means after the Transfer Date.

C. The term “this Agreement” means this instrument as originally executed, as it may from time to time be supplemented and amended by one or more agreements supplemental hereto pursuant to the provisions hereof.

D. Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

E. All accounting terms not otherwise defined herein have the respective meanings assigned to them in accordance with generally accepted accounting principles.

F. Words importing singular number include the plural number in each case and vice versa, and words importing the masculine gender include every other gender.

G. Other terms are defined in this Agreement, including the preambles hereto, as they are used.

Section 103. Effective Date of Provisions. Except as specifically provided herein or required by the context hereof, the provisions of this Agreement shall become effective on the later of the Transfer Date or the date on which all of the following conditions are successfully completed:

(a) The Hospital has obtained “Critical Access Hospital” status from the Centers for Medicare and Medicaid Services; and

(b) The Corporation has received a certificate of need from the West Virginia Health Care Authority with respect to the leasing and operation of the Hospital.

Notwithstanding the foregoing, no provision of this Agreement requiring a certificate of need from the West Virginia Health Care Authority or other governmental approval or permit shall be effective until such certificate, approval or permit has been received.

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ARTICLE II REPRESENTATIONS

Section 201. Representations of the Hospital Commission. The Hospital Commission makes the following representations as the basis for its covenants and agreements herein:

A. It is a municipal hospital commission, duly organized and validly existing under the Hospital Act and pursuant to enactments of the Council of the City for the purpose of managing and administering the Hospital.

B. Except for agreements entered in connection with the bonded indebtedness set forth on Schedule 402 hereof, the execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with, or constitute a breach of, or default by it under its bylaws or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or any Leased Property is bound and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or the Leased Property.

C. Except for agreements entered in connection with the bonded indebtedness set forth on Schedule 402 hereof, the execution and delivery of this Agreement and the carrying out of the terms hereof will not violate any instruments, agreements, covenants, laws, orders or decrees to which the City or the Hospital Commission is a party or is subject.

D. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against or affecting the City or the Hospital Commission or their assets, properties or operations, which, if determined adversely to the City or the Hospital Commission or their interests, could have a material adverse effect upon this Agreement or the transactions contemplated hereby, and neither the City nor the Hospital Commission is in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would materially and adversely affect this Agreement or the transactions contemplated hereby.

Section 202. Representations of the Building Commission. The Building Commission makes the following representations as the basis for its covenants and agreements herein:

A. It is a municipal building commission, duly organized and validly existing under the Building Commission Act, and, as such, has complete and exclusive jurisdiction over the exercise and discharge of its powers, authority and duties pertaining to the Hospital, independent of control by the Council of the City or administrative authority of the City, except as set forth in the Deed.

B. Except for agreements entered in connection with the bonded indebtedness set forth on Schedule 402 hereof, the execution and delivery of this Agreement and the

consummation of the transactions herein contemplated will not conflict with, or constitute a breach of, or default by it under its bylaws or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or any Leased Property is bound and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or the Leased Property.

C. Except for agreements entered in connection with the bonded indebtedness set forth on Schedule 402 hereof, the execution and delivery of this Agreement and the carrying out of the terms hereof will not violate any instruments, agreements, covenants, laws, orders or decrees to which the Building Commission is a party or is subject.

D. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against or affecting the Building Commission or its assets, properties or operations, which, if determined adversely to the Building Commission or its interests, could have a material adverse effect upon this Agreement or the transactions contemplated hereby, and the Building Commission is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would materially and adversely affect this Agreement or the transactions contemplated hereby.

Section 203. Representations of the Corporation. The Corporation makes the following representations as the basis for its covenants and agreements herein:

A. It has been duly incorporated and is validly existing as a nonstock, nonprofit charitable corporation under the laws of the State, and there is no other jurisdiction where its ownership or lease of property or conduct of its business requires such qualification; it has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated hereby; and it has, by proper action, duly authorized the execution and delivery of this Agreement.

B. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not conflict with, or constitute a breach of, or default by it under its articles of incorporation, its bylaws or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or any of its property is bound and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or property.

C. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against or affecting it or its assets or operations which, if determined adversely to it or its interests, could have a material adverse effect upon this Agreement or the transactions contemplated hereby or the Corporation's financial condition, assets or operations, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which

default would materially and adversely affect its operation, this Agreement or the transactions contemplated hereby.

Section 204. Limitation of Liability. This Agreement is entered into under and pursuant to the provisions of the Act. No provision of this Agreement shall be construed so as to give rise to a general liability of the Commission or a charge against its general credit. All pecuniary obligations of the Commission arising in connection with this Agreement are limited to the payments to be made by the Corporation pursuant to Section 402 hereof and other moneys paid to or on the order of the Commission by reason of this Agreement. The City is not liable in any way under this Agreement. Other than the actions specified herein for the Commission, neither the City nor the Commission shall have any obligation with respect to the Leased Property during the term of this Agreement. In no event shall this Agreement require any future appropriation of funds or commitment by the City.

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ARTICLE III LEASE

Section 301. Leased Property. The Commission, for and in consideration of the rents, covenants and agreements set forth herein on the part of the Corporation to be paid, kept and performed, agrees to and does hereby lease, or sublease, as the case may be, to the Corporation, and the Corporation agrees to, and does hereby lease or sublease, take and hire from the Commission, subject to the terms, conditions and provisions of this Agreement, the Leased Property, consisting of the Facilities; the Existing Assets, including all Hospital machinery, equipment, hardware, furnishings, inventory and supplies and any other tangible personal property in existence and used in connection with the operation of the Hospital on the Transfer Date; and all other general intangibles, property, rights, title and interests of the Commission in existence and used in connection with or related to the operation of the Hospital on the Transfer Date, whether real or personal or tangible or intangible, but excluding any cash, cash equivalents, investments and Accounts Receivable. Such lease or sublease shall include all benefits of and rights and obligations under all leases, contracts and other agreements of the Commission in connection with the Hospital existing on the Transfer Date. The Commission shall assign such general intangibles, leases, contracts and other agreements of the Commission in connection with and associated with the Hospital existing on the Transfer Date, including but not limited to all permits, licenses, provider numbers, and registrations, to the extent assignable, to the Corporation or take such other action as shall be required to give the Corporation the beneficial use thereof and rights thereunder. On and after the Transfer Date, the Corporation shall manage and operate the Leased Property, and the Commission shall have only such rights with respect thereto as may be specifically reserved herein.

Section 302. Replacements. Any replacements for or betterments or improvements to the Existing Facilities, other than moveable equipment, shall become a part of the Leased Property without any further action by the Commission or the Corporation. Upon the termination of this Agreement, the Leased Property shall revert to the Commission, and neither the City nor the Commission shall be required to reimburse the Corporation for any such replacements, betterments or improvements.

Section 303. Lease Term. The Corporation hereby agrees to lease or sublease, as applicable, the Leased Property from the Commission for a term beginning on the Transfer Date and expiring at midnight on June 30 2069, unless sooner terminated in accordance with the provisions hereof. The Corporation shall have the option to renew this Lease for two additional renewal terms of 10 years, each, by submitting a written notice of exercising such renewal option to the Commission not earlier than two years prior to the expiration of the initial term (as to the first renewal option) or the current renewal term (as to the second renewal option) and not later than 12 months prior to the expiration of the initial term (as to the first renewal option) or the current renewal term (as to the second renewal option).

Section 304. Termination of Lease by the Corporation. The Corporation may terminate this Agreement in the event of destruction or condemnation of the existing Facilities or a change in federal law substantially eliminating "Critical Access Hospital" status or similar reimbursement methodology that makes the Hospital no longer financially viable, as determined

in the sole discretion of the Corporation; provided, that the Corporation shall provide the Commission with 18 months' advance written notice of its intent to terminate this Agreement; and provided, further, that the Corporation may not terminate this Agreement if there are any Liens on the Facilities; and provided, however, that in the event of destruction or condemnation of the Facilities, such 18 months' advance written notice to terminate this Agreement shall not be required if condemnation awards proceeds of a conveyance in lieu of condemnation or proceeds of insurance policies received pursuant to Section 507 hereof are used to pay off outstanding Indebtedness.

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**ARTICLE IV
CONSIDERATION**

Section 401. Consideration by the Corporation.

A. In consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Corporation by the Commission, the Corporation hereby agrees to continue to operate the Facilities as a “Critical Access Hospital” or similar designation, to the extent permitted by federal law and as is financially feasible, pursuant to the terms of this Agreement, and in a manner so as to carry out the mission and undertakings currently being carried out by the Hospital or the Commission and to promote the general health of the citizens of Summersville and the surrounding region.

B. As further consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Corporation by the Commission, the Corporation hereby agrees to assume, as of the Transfer Date, all the Liabilities of the Hospital or the Commission, to the extent associated with the Hospital prior to the Transfer Date, including but not limited to all accounts payable existing on the Transfer Date; all Indebtedness of the Commission as of the Transfer Date; all employee-related liabilities; all liabilities pursuant to contracts and agreements for commodities, services and supplies; liability for the obligations under the leases, contracts and other agreements assumed by the Corporation pursuant to Section 301 hereof; liability existing or incurred in connection with all actions against the Commission or the Hospital, including those for professional malpractice; and all claims for breach of contract resulting from the Commission or the Hospital’s action or failure to act or from the Corporation’s action or failure to act after the Transfer Date. As of the Transfer Date, the Corporation shall assume responsibility for and shall defend, indemnify and hold harmless the Commission and the City with respect to all such Liabilities, whether known or unknown or whether choate or inchoate as of the Transfer Date.

C. As further consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Corporation by the Commission, the Corporation hereby agrees to assume, as of the Transfer Date, all of the Liabilities associated with the Hospital and the Facilities on or after the Transfer Date.

D. As further consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Corporation by the Commission, the Corporation enters into the further covenants and agreements set forth in this Agreement.

E. As further consideration for the leasehold and other interests granted and assigned hereby and the agreements made to and with the Corporation by the Commission, WVUH agrees to guarantee the obligations of the Corporation set forth in this Agreement, subject to all of the terms and conditions of this Agreement.

Section 402. Assumption of Bonded Indebtedness. In accordance with the Act and as further consideration for the leasehold and other interests granted and assigned hereby, the Corporation hereby specifically agrees to assume the bonded Indebtedness issued and

outstanding on behalf of the Hospital as of the Transfer Date, all as further described in Schedule 402 attached hereto and incorporated herein by reference. Such assumption may be effected by the redemption or defeasance of such bonded Indebtedness on the Transfer Date, or as may otherwise be agreed to by the Corporation and the respective holders of such bonded Indebtedness; provided, that the Building Commission agrees to serve as a conduit issuer for any assumption or, at the request of the Corporation, and refinancing by the Corporation of the bonded Indebtedness and the Building Commission's fee interest in the Facilities will continue to be encumbered in connection therewith.

Section 403. Consideration by the Commission. In consideration for the agreements of the Corporation hereinafter set forth and as a grant on behalf of the City for the fulfillment of its public purposes, the Commission hereby agrees to assign and transfer to the Corporation, on the Transfer Date, all cash, cash equivalents, investments and Accounts Receivable of the Hospital or the Commission, to the extent associated with the Hospital. None of such cash, cash equivalents, investments or Accounts Receivable constitutes or derives from general revenues or other funds of the City but are derived from Gross Revenues, gifts, grants, bequests, donations and contributions and the proceeds of Indebtedness previously issued or incurred on behalf of the Hospital. The Commission hereby specifically recognizes the Corporation's power, after the Transfer Date, to encumber and otherwise deal with cash, cash equivalents, investments and Accounts Receivable without regard to their source but in accordance with this Agreement. On and after the Transfer Date, any payments on the Accounts Receivable received by the Commission shall be automatically transferred and paid over to the Corporation without further action; provided, however, that the Commission shall execute any documents and shall negotiate any checks or other instruments as necessary to effect such transfer.

Section 404. Adequacy of Consideration. The initial value of the leasehold and other interests assigned and granted by the Commission to the Corporation, of the Liabilities assumed and the services to be provided by the Corporation on behalf of the Commission and of the covenants and agreements made by the Commission and the Corporation are hereby determined to be fair. Each party agrees that it has received adequate consideration from the other party for its obligations under this Agreement and that such consideration is satisfactory to it.

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ARTICLE V
ADDITIONAL AGREEMENTS OF THE CORPORATION

Section 501. Tax-Exempt Status; Corporate Existence.

A. The Corporation hereby represents and warrants that it is an organization organized and operated exclusively for educational or charitable purposes and not for pecuniary profit, and no part of the net earnings of the Corporation will inure to the benefit of any person, private stockholder or individual, within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended.

B. The Corporation agrees that throughout the term of this Agreement it will remain an organization described in Section 501(c)(3) of the Code which is not a “private foundation” within the meaning of Section 509(a) of the Code.

C. The Corporation shall preserve and maintain its existence as a nonprofit corporation under the laws of the State and shall preserve and maintain its authority to do business in the State.

Section 502. Use of Leased Property. The Leased Property shall be used only for purposes consistent with the mission and undertakings described in Subsection 401(A). No part of the Leased Property shall be used for any purpose that would constitute a violation of the First Amendment of the United States Constitution; and, in particular, no part of the Leased Property, so long as it is leased, used or controlled by the Corporation, shall be used for any sectarian instruction or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; and any proceeds of any sale, lease, taking by eminent domain of the Leased Property or other disposition thereof shall not be used for, or to provide a place for, such instruction, worship or program. The provisions of the foregoing sentence shall, to the extent permitted and required by law, survive termination of this Agreement.

Section 503. Hospital Personnel. The Corporation hereby agrees to employ all employees employed by the Hospital on the Transfer Date, who elect to be so employed, on substantially the same terms as provided by the Commission; provided, that nothing in this Section shall prevent the Corporation from changing its personnel policies.

Section 504. Staff Privileges. All members of the medical staff of the Hospital meeting the requirements of the Corporation’s Medical Staff Bylaws shall be granted medical and dental staff privileges at the Facilities by the Corporation; provided, that the members shall be subject to discipline and their privileges shall be subject to limitation, suspension, termination and renewal pursuant to the policies of the Corporation.

Section 505. Lease or Other Transfer of Leased Property.

A. The Corporation shall be permitted to lease or otherwise transfer without limitation hereunder its leasehold interest in all or a portion of the Leased Property to any Affiliate

that becomes jointly and severally liable with the Corporation under this Agreement, but may not lease or otherwise transfer its leasehold interest in all or a portion of the Leased Property to any other Person unless the Corporation (i) receives as consideration for the lease or other transfer cash, services or property equal to the fair market value of its interest so leased or otherwise transferred; and (ii) such lease or other transfer is in compliance with the provisions of Section 605.

B. Notwithstanding the foregoing, the Corporation may transfer a portion of the Existing Assets which is being retired or replaced in the ordinary course of business, or a portion of the Existing Assets which, in the reasonable judgment of the Corporation, will become obsolete or worn out within 24 months of the date of transfer. If the value of such portion of the Existing Assets is greater than \$1,000,000, the Corporation shall deliver to the Commission an Officer's Certificate stating that the disposition of such will not impair the operation of the Leased Property. The Commission agrees to cooperate with the Corporation to sell or otherwise transfer such portion of the Existing Assets to a third-party in connection with any such retirement or replacement.

C. Notwithstanding any other provision of this Agreement, the Corporation agrees to not shut down, retire, or otherwise cease operation of the existing long-term care beds of the Hospital; provided, that the Corporation may transfer such existing long-term care beds to another entity so long as such long-term care beds are operated within a 15-mile radius of the Existing Facilities and within Nicholas County.

Section 506. Insurance.

A. The Corporation shall maintain insurance and fidelity bonds of such types and in such amounts as are customarily carried, and against such risks as are customarily insured against, by hospitals or other health care businesses of like size and character, to the extent such insurance is available in the commercial marketplace. Such insurance may be procured from a commercial insurer or other carrier utilized by West Virginia University Hospitals, Inc.

B. All policies of insurance shall be for the benefit of the Corporation and the Commission, as their respective interests may appear; provided, however, that to the extent that and for so long as, under applicable law or prevailing commercial insurance practice, the Commission shall have no insurable interest under any such policy, the Commission shall not be required to be a named insured under the policy so affected.

Section 507. Insurance Proceeds and Condemnation Awards.

A. The Corporation shall give written notice to the Commission promptly upon the occurrence of any damage, destruction, condemnation or conveyance in lieu of condemnation with respect to greater than 10% of the Book Value of the Facilities. Such written notice shall set forth in reasonable detail a description of the affected Facilities and the nature and extent of the damage, destruction or taking of property in question.

B. Condemnation proceedings and claims under insurance policies maintained by the Corporation may be settled by the Corporation.

C. Except as otherwise provided in this section, condemnation awards, proceeds of a conveyance in lieu of condemnation and proceeds of insurance policies shall be applied to the rebuilding or replacement of the condemned, damaged or destroyed facility, as shall be necessary to continue operation of the Facilities; provided, that the Corporation may instead terminate this Agreement in accordance with Section 304 hereof if condemnation awards, proceeds of a conveyance in lieu of condemnation and proceeds of insurance policies are applied to paying off outstanding Indebtedness.

Section 508. Negative Pledge: Permitted Encumbrances.

A. Subject to the provisions of Section 605 hereof, the Corporation may encumber or otherwise cause any Lien to be incurred upon its leasehold interest in the Leased Property or any part thereof. The Corporation may not create or suffer to be created or cause to exist upon the Commission's fee interest in the Leased Property or any part thereof any mortgage or other Lien, security interest or other similar right or interest, servitude, easement, right-of-way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the land, other than easements in accordance with Section 603 hereof. No Lien incurred by the Corporation shall affect the fee interest of the Building Commission in the Facilities, except as provided in Section 601 hereof.

B. The Commission shall not create or suffer to be created or cause to exist upon its fee interest in the Leased Property or any part thereof any mortgage or other Lien, security interest or other similar right or interest, servitude, easement, right-of-way, license, encumbrance, irregularity or defect in title, cloud on title, restriction, reservation or covenant running with the land, other than that certain Credit Line Deed of Trust, Security Agreement and Fixture Filing of the Commission made as of September 1, 2006, and that certain Credit Line Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Leases of the Commission made as of February 27, 2008, effective as of March 3, 2008, or if requested by the Corporation in connection with a Financing under Section 601 hereof.

Section 509. Right of the Commission to Pay for Insurance or Make Repairs.

In the event that the Corporation shall fail to maintain the insurance coverage and fidelity bonds required to be maintained by this Agreement or in the event that the Corporation shall fail to keep the Facilities in good repair and operating condition or to keep the Facilities in as reasonably safe condition as the operation thereof permits, the Commission may, at its election, after written notice to the Corporation, take out policies of insurance and pay premiums on the same, if necessary, and make such repairs, renewals and replacements as are necessary or desirable to put and maintain the Facilities in as good repair and safe condition as the operation thereof permits; but the Commission shall not be under any obligation to do so.

Section 510. Financial Records and Statements. The Corporation shall maintain proper books of record and account of all its business and affairs in which entries that are full and correct in all material respects shall be made in accordance with generally accepted

accounting principles. The Corporation shall have an annual audit made by a Certified Public Accountant and, within 180 days after the end of each Fiscal Year, shall furnish financial statements of the Corporation for such Fiscal Year prepared in accordance with generally accepted accounting principles, all in reasonable detail and examined by such accountants, to the Commission; provided, that the audit of the Corporation may be included in consolidated financial statements of West Virginia United Health System, Inc.

Section 511. Covenants as to Operation and Maintenance of Facilities.

The Corporation hereby covenants:

A. To use its best efforts to continuously operate the Facilities as a critical access hospital facility and maintain its certifications for reimbursement and licensure and its accreditation by The Joint Commission, if compliance with accreditation standards is required to maintain the operations of the Facilities.

B. At all times and at its expense, to cause its business to be carried on and conducted and the Leased Property to be maintained, preserved and kept in good repair, working order and condition, reasonable wear and depreciation excepted, and all needful and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing herein contained shall be construed (i) to prevent it from ceasing to operate any portion of the Leased Property, if in its judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its board of directors) it is advisable not to operate the same or if it intends to sell or otherwise dispose of the same in accordance with the provisions of this Agreement and within a reasonable time endeavors to effect such sale or other disposition, or (ii) to obligate it to retain, preserve, repair, renew or replace any part of the Leased Property, leases, rights, privileges or licenses no longer used or useful in the conduct of its business.

C. To operate and maintain the Leased Property in full compliance with this Agreement and in all material respects with all pertinent laws, ordinances, rules, regulations and orders applicable to the Corporation; and, in connection with the operation, maintenance, repair and replacement of the Facilities, to comply in all material respects with all applicable ordinances, laws, rules, regulations and orders of the United States of America, the State, The County Commission of Nicholas County, West Virginia, or the City, other than any thereof whose validity or applicability is being contested in good faith.

Section 512. Nondiscrimination. The Corporation covenants that use of the Hospital shall be open to all, without regard to age, race, creed, color, sex, national origin, religion, or disability, and that contractors and subcontractors engaged in any alteration of the Facilities shall provide an equal opportunity for employment without discrimination.

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ARTICLE VI
ADDITIONAL AGREEMENTS OF THE COMMISSION

Section 601. Additional Agreements Regarding Financing. Any provision in this Agreement to the contrary notwithstanding, the Commission hereby recognizes that the Corporation may from time to time obtain financing with respect to the Facilities (a "Financing"). The Commission hereby specifically approves the sublease of the Leased Property by the Corporation, and any other pledge of or encumbrance on the Corporation's leasehold interest in all or a portion of the Leased Property, in connection with a Financing. The Commission further hereby, for itself, its successors and assigns, subordinates, in favor of any security interest to be granted in connection with a Financing, any and all landlord's liens or similar liens or claims which it may have under statute, by contract or otherwise with respect to the Leased Property. If requested by the Corporation, in connection with a Financing, the Commission further agrees to encumber or otherwise incur any necessary Lien or Liens on its fee interest in the Leased Property or any part thereof, as may be necessary to effectuate such Financing.

The Commission further hereby specifically agrees that, without releasing the Corporation from any obligation hereunder, the trustee or any other appropriate party to a Financing may be granted the right to cure any default under this Agreement on the part of the Corporation and otherwise to perform the Corporation's obligations under this Agreement. In furtherance thereof, said trustee or other appropriate party may be granted the right to make any necessary advances, to enter upon and take possession of the Leased Property, to the extent of the Corporation's leasehold interest therein.

Section 602. Covenant Not to Compete. Neither the Building Commission nor the Hospital Commission shall provide services competing with those of the Corporation during the term of this Agreement.

Section 603. Granting of Easements. If no Event of Default under this Agreement shall have happened and be continuing, the Corporation may, at any time or times (i) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Facilities, or (ii) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Corporation shall determine, and the Commission agrees that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege or any such agreement or other arrangements, upon receipt by the Commission of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, and (ii) an Officer's Certificate requesting such instrument and stating that such grant or release is not detrimental to the proper conduct of the business of the Corporation and does not materially impair the use of the Leased Property for its intended purposes or materially and adversely affect the value thereof. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Commission under this Agreement and shall not be affected by any termination of this Agreement or default on the part of the Corporation hereunder.

Section 604. Application of Net Proceeds. The Commission hereby irrevocably assigns to the Corporation all right, title and interest of the Commission in and to any net proceeds arising from damage or destruction of, or payable with respect to any condemnation or threatened condemnation of, all or any part of the Leased Property.

Section 605. Sublease; Contract. The Corporation may sublease any part of the Leased Property or contract for the performance by others of operations or services on or in connection with the Leased Property, or any part thereof, for any lawful purpose, provided that (i) each such sublease or contract shall not be inconsistent with the provisions of this Agreement and (ii) the Corporation shall remain fully obligated and responsible under this Agreement to the same extent as if such sublease or contract had not been executed.

Section 606. Quiet Enjoyment of the Leased Property. The Corporation, upon performance of the covenants and compliance with the conditions on the part of the Corporation herein set forth to be kept and performed, shall at all times during the term hereby granted, quietly have, hold and peaceably enjoy possession of the Leased Property, without any suit, trouble or hindrance from the Commission or the City, or their successors or assigns. During the term of this Agreement, all actions of the City and the Commission in respect to the Leased Property shall be subject to, and not in derogation of, the terms and conditions of this Agreement.

Section 607. Corporation Property. The Commission hereby acknowledges and agrees that, except as specifically set forth herein, property of the Corporation that does not consist of Leased Property shall not be subject to this Agreement.

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**ARTICLE VII
DEFAULTS AND REMEDIES**

Section 701. Events of Default. Event of Default, as used herein, shall mean any of the following events, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

A. The Corporation shall fail to make any payment required under Section 402 hereof when and as the same shall become due and payable or within 30 days thereafter;

B. The Corporation shall fail duly to observe or perform any covenant or agreement on the part of the Corporation contained in this Agreement for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Corporation by the Commission; provided, that if such default (other than with respect to a payment) cannot be remedied within 60 days and the Corporation diligently proceeds in good faith to remedy said default, then said default shall not be deemed to be a continuing one; and provided, further, that nonpayment of amounts in dispute, other than amounts payable pursuant to Section 402 hereof or otherwise to the Commission, shall not constitute an Event of Default so long as such nonpayment does not adversely affect the Leased Property;

C. A decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Corporation a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the Corporation under the United States Bankruptcy Act or any other similar applicable federal or State law, and such decree or order shall have continued undischarged and unstayed for a period of 90 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of the Corporation or of its property, or for the winding up or liquidation of its affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of 90 days; or

D. The Corporation shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the institution of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the United States Bankruptcy Act or any other similar applicable federal or State law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Corporation in furtherance of any of the aforesaid purposes.

Section 702. Remedies. Upon the occurrence of an Event of Default, then and in each and every such case, the Commission shall have the right to:

A. Reenter and take possession of the Leased Property, exclude the Corporation from possession thereof and either (i) operate the Leased Property for the account of the Corporation, or (ii) lease the Leased Property for the account of the Corporation, and

B. Terminate this Agreement and exclude the Corporation from possession of the Leased Property and either (i) operate the same for the account of the Commission; or (ii) lease the same for the account of the Commission; provided, that the Commission shall assume all other obligations and liabilities in connection with or related to operation of the Leased Property, including but not limited to bonded Indebtedness.

Section 703. Receiver. In the event of the commencement of any action or other proceedings on the part of the Commission to enforce any of the provisions of this Agreement based upon an Event of Default hereunder or any other action or proceeding on the part of the Commission wherein the appointment of a receiver may be permissible, then the Commission shall, as a matter of right and immediately upon the institution of any such action or proceeding upon notice to the Corporation, be entitled to the appointment of a receiver for its security and benefit with such ample powers as the court making such appointment may confer.

Section 704. Delay or Omission. No delay or omission of the Commission to exercise any right or power accruing upon an Event of Default, occurring and continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall the action of the Commission in case of any Event of Default, or in case of any Event of Default and the subsequent waiver of such Event of Default, affect or impair the rights of the Commission in respect of any subsequent Event of Default on the part of the Corporation or impair any right resulting therefrom; and every power and remedy given by this Agreement to the Commission may be exercised from time to time and as often as may be deemed expedient by it.

Section 705. Remedies Cumulative. No remedy herein conferred upon or reserved to the Commission is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

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**ARTICLE VIII
MISCELLANEOUS**

Section 801. Indemnification. The Corporation releases the City and the Commission from, agrees that the City and the Commission shall not be liable for, and agrees to hold the City and the Commission harmless against, any loss or damage to property or any injury or death of any person that may be occasioned by any cause whatsoever pertaining to the Facilities. The Corporation shall indemnify and hold harmless the City and the Commission from and against (i) all causes of action, legal or equitable, arising by reason of any act of the Corporation or the failure of the Corporation or any of its agents or employees to fulfill any duty toward the City or the Commission or toward the public or toward any person or persons whomsoever the City, the Commission or the Corporation may owe in connection with the Leased Property, (ii) any violation of any law, ordinance or regulation affecting the Leased Property or any part thereof or the ownership, occupation, use, possession or condition thereof, (iii) the execution and delivery hereof or of any document required hereby or in furtherance of the transactions contemplated hereby, or (iv) the performance of any act required to be made by any indemnity under this Section under any provision hereof or in furtherance of the transactions contemplated hereby. The Corporation shall at its own cost and expense defend any such actions which may be brought against the City or the Commission as aforementioned, whether or not such actions have any basis in law or in fact, and shall pay amounts which may be recovered therein against the City or the Commission. For the purposes of this paragraph, the "City" and the "Commission" shall include their respective members, officers, agents, servants, assignees and employees.

Section 802. Implementation Agreements. The Corporation and the Commission shall enter into further agreements as shall be necessary from time to time to implement this Agreement.

Section 803. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by, interpreted, construed and enforced in accordance with the laws of the State.

Section 804. Entire Agreement. Except to the extent it may be implemented in accordance with Section 301, Article IV and Section 802 hereof, this Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, both written and oral, between the Commission and the Corporation with respect to the subject matter hereof.

Section 805. Amendments and Modifications. This Agreement shall not be modified, amended or changed in any respect except in writing duly signed by the parties hereto.

Section 806. Severability. If any section or subsection of this Agreement, or any provision thereof, shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other section or subsection of this Agreement or provision thereof.

Section 807. Successors and Assigns.

A. The Hospital Commission, the Building Commission and the Corporation each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

B. Except to the extent provided by Section 505 hereof, this Agreement may not be assigned by any of the parties hereto without the express written consent of the other parties, except to the extent that the effect of this limitation may be restricted by law.

Section 808. Notices. Any notices required or permitted to be given by the parties hereto shall be given in writing and, unless otherwise required under this Agreement, shall be sufficiently given or made if delivered personally to the person who is to receive the same or if mailed to such person by certified mail, return receipt requested, at its address set forth below. Any such mailed notice shall be deemed to have been given as of the date of receipt.

If to Building Commission: Chairman
City of Summersville Building Commission
400 North Broad Street
Summersville, WV 26651

If to Hospital Commission: Chairman
Summersville Regional Medical Center Commission
400 Fairview Heights Road
Summersville, WV 26651

If to Corporation: President
The West Virginia Health Care Cooperative, Inc.
One Medical Center Drive
Morgantown, WV 26505

Section 809. Captions. Captions in this Agreement are solely for purposes of identification and shall not in any manner alter or vary the interpretation or construction of this Agreement.

Section 810. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement. It shall not be necessary for both parties to this Agreement to have signed the same counterpart, provided that both parties have signed at least one counterpart.

Section 811. Immunity. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the City, the Commission or the Corporation in an individual capacity. No recourse shall be had for any payment hereunder or any claim based thereon against any officer, member,

agent, attorney or employee of the City, the Commission or the Corporation past, present or future, or its successors or assigns, as such, either directly or through the City, the Commission or the Corporation, or any such successor or assign, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of and as a consideration for the execution and delivery of this Agreement.

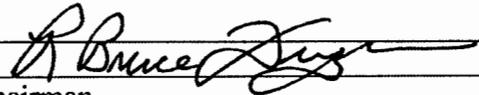
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WITNESS the signatures on behalf of the Summersville Regional Medical Center Commission, the City of Summersville Building Commission and The West Virginia Health Care Cooperative, Inc., all as of the date first written above.

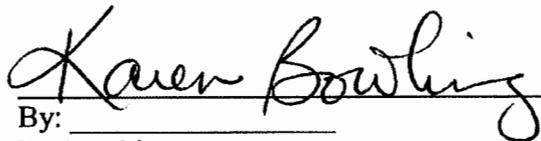
SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION

By: 
Its: Chairman
Date: 12-20-2018

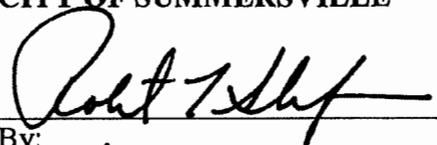
CITY OF SUMMERSVILLE BUILDING COMMISSION

By: 
Its: Chairman
Date: 12-20-18

THE WEST VIRGINIA HEALTH CARE COOPERATIVE, INC.

By: 
Its: President
Date: 12/20/2018

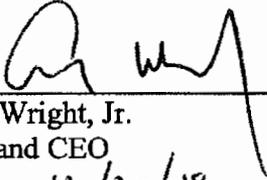
**APPROVED, CONSENTED TO AND AUTHORIZED BY:
CITY OF SUMMERSVILLE**

By: 
Its: MAYOR
Date: 12/20/18

JOINDER FOR LIMITED PURPOSE

By execution hereof, hereby joins in this Agreement for the limited purposes of Section 401(E) hereof and, as such, shall have all of the rights, duties, and obligations as a Party to this Agreement with respect to Section 401(E).

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.



By: Albert L. Wright, Jr.

Its: President and CEO

Date: 12/20/18

Schedule 101

The Existing Facilities consist of all real property located in the City and owned or leased by the Commission and used or held for use by the Commission for the Hospital, including but not limited to all real property constituting Summersville Regional Medical Center and located at 400 Fairview Heights Road, Summersville, West Virginia 26651. Specifically, the Existing Facilities include the parcels of land more particularly described in the deed attached as Exhibits A hereto and incorporated herein by reference, all buildings thereon, improvements thereto and fixtures attached thereto. Notwithstanding the fact that it may not be included in the parcels described in Exhibit A, the Existing Facilities include all real property, including 400 Fairview Heights Road, out-patient locations, Hospital offices and parking lots owned or leased by the Commission and used or held for use by the Commission for the Hospital on the Transfer Date.

EXHIBIT A

DEED

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THIS DEED, Made and entered into this 29th day of June, 1992, by and between the CITY OF SUMMERSVILLE, West Virginia, a municipal corporation, party of the first part; and the CITY OF SUMMERSVILLE BUILDING COMMISSION a public corporation and a municipal building commission created under the laws of the State of West Virginia, dba Summersville Memorial Hospital, party of the second part:

WHEREAS, The City of Summersville, West Virginia, by ordinance duly enacted on the 22nd day of June, 1992, authorized the conveyance the hereinafter described real property to the City of Summersville Building Commission, a public corporation, which in addition to the purchase of said property, the City of Summersville Building Commission proposes to undertake the construction of additions and betterments to the Summersville Memorial Hospital, located on said property:

WHEREAS, pursuant to the provisions of Chapter 8, Article 33, Section 9, of the West Virginia Code, as amended, the City of Summersville and the City of Summersville Building Commission have agreed that the fair market value of said property is \$7,100,000.00.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of \$1.00 cash in hand paid, and the covenants and agreements herein stated, the said party of the first part does hereby grant, bargain, sell, and convey unto the said party of the second part that certain tract or parcel of land situate on Muddlety Creek, Summersville District.

Mail to: Jim Withrow
232 Capitol St.
Charleston, WV 25301

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Nicholas County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a stake on the West side of Muddlety Creek, corner to said Woods and Rebecca Dotson, N. 28 3/4 degrees E. 100 poles crossing Muddlety Creek to two white oaks, corner to James S. Craig's land, (one of the white oaks down); thence N. 76 W. 81 poles to the east abutment of the Muddlety Bridge at upperside of said abutment; thence N. 45 W., crossing Muddlety Creek, also crossing Webster Road, first at 8 poles, then again at 36 poles, to the old John McCausland corner; thence S. 4-3/4 W. 153 poles crossing the Webster Road at 25 poles and also passing the corner of Mary E. Bryant's line at 84 pole, whole distance of this line 153 poles to a stake in Mary E. Bryant's line on what is know as the School House Branch; thence down and with the meanders of said branch S. 81 E. 8 poles; S. 88° E. 6 poles; S. 85 E. 7 poles 11 links; S. 52 1/2 E. 7 poles 10 links; S. 84 1/2 E. 8 poles 18 links; N. 78 E. 12 poles; S 84 1/2 E. 8 poles; N. 69 E. 4 poles 9 links; N. 75 E. poles 5 links; N. 63 E. 6 poles; N. 53 E. 4 poles 18 links; N. 44 E. 9 poles 10 links; N. 79 1/2 E. 5 poles 5 links to Muddlety Creek; thence down said creek S. 40 E. 38 poles to the beginning, and containing 88-1/10 acres, more or less.

There is hereby excepted and reserved from the above described tract of land the following outconveyances:

- a. Deed dated April 24, 1915, from A. H. McMillion et al. to W. H. Campbell recorded in Deed Book 59, at page 231, conveying 50 acres more or less;
- b. Deed dated June 22, 1936, from A. H. McMillion et al. to Edith W. Morris recorded in Deed Book 92, at page 95, conveying 11,373 square feet more or less;

- c. Deed dated March 5, 1979, from the Town of Summersville to The West Virginia Department of Health, recorded in Deed Book 277, at page 473, conveying 1 acre, more or less;
- d. Deed dated June 11, 1979, from the Town of Summersville to the West Virginia Department of Highways, recorded in Deed Book 280, at page 626, conveying a strip of land 20 feet wide and 495 feet in length; and
- e. Deed dated June 11, 1979, from Mintie F. McMillion to the West Virginia Department of Highways, recorded in Deed Book 280, at page 630, conveying a strip of land 20 feet wide and 355 feet in length.

And being all of the same property conveyed to the Town of Summersville by three deeds:

- 1. Deed from by Mintie F. McMillion, single, to the Town of Summersville, a municipal corporation, by Deed dated October 20, 1964, of record in the office of the Clerk of the County Commission of Nicholas County, West Virginia, in Deed Book 209 at page 249;
- 2. Deed from by Mintie F. McMillion, single, to the Town of Summersville, a municipal corporation, by Deed dated December 2, 1969, of record in the office of the Clerk of the County Commission of Nicholas County, West Virginia, in Deed Book 267 at page 820;

0345-597

3. Deed from Carroll T. Lay and Marjorie Lay, husband and wife, to the Town of Summersville, a municipal corporation, d/b/a Summersville Memorial Hospital, by Deed dated December 11, 1981, of record in said Clerk's office in Deed Book 291 at page 790.

There is hereby expressly excepted and reserved from this conveyance by said party of the first part the following rights of way for utility easements:

1. By Agreement dated January 11, 1941, of record in said Clerk's office in Deed Book 98 at page 505, A.H. McMillion and wife convey unto Monongahela West Penn Public Service District a right of way for construction, operation, maintenance or removal of an electric distribution and telephone system.

2. By Agreement dated July 15, 1966, of record in said Clerk's office in Deed Book 217 at page 337, Mintie F. McMillion conveys unto Monongahela Power Company a right of way for construction, operation, maintenance or removal of an electric distribution and telephone system.

3. By Agreement dated August 9, 1966, of record in said Clerk's office in Deed Book 218 at page 112, Mintie F. McMillion conveys unto Monongahela Power Company an easement for construction, operation, maintenance or removal of an electric distribution and telephone system.

4. By Agreement dated January 30, 1967, of record in said Clerk's office in Deed Book 220 at page 24, Mintie F. McMillion conveys unto Monongahela Power Company a right of way for construction, operation, maintenance or removal of an electric distribution and telephone system.

5. By Agreement dated April 17, 1967, of record in said Clerk's office in Deed Book 221 at page 141, Mintie F. McMillion conveys unto Monongahela Power Company a right of way for construction, operation, maintenance or removal of an electric distribution and telephone system.

This conveyance is subject to the restriction that the party of the second part is prohibited from selling,

transferring or otherwise disposing of the real estate described and conveyed in this deed, without the express written consent and authorization of the City Council of the City of Summersville, West Virginia, but that it is authorized to encumber its property to secure repayment of its indebtedness.

DECLARATION OF CONSIDERATION OF VALUE

The City of Summersville does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to the state excise tax upon the privilege of transferring real estate because it is a transfer from a political subdivision of the State of West Virginia.

WHEREFORE, The City of Summersville, West Virginia, a municipal corporation, has caused its corporate name to be signed and its corporate seal affixed hereto, all by authority duly given this 29th day of June, 1992.

THE CITY OF SUMMERSVILLE
WEST VIRGINIA, a municipal
corporation

By 
MAYOR

ATTEST: 
CITY RECORDER



0345 PAGE 599

STATE OF WEST VIRGINIA,

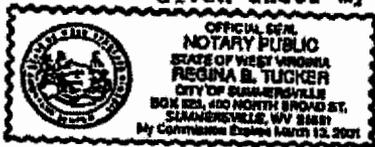
0345 PAGE 600

COUNTY OF NICHOLAS, to-wit:

I, REGINA B. TUCKER, a Notary Public in the aforesaid Nicholas County, West Virginia, do hereby certify that J. Steven LeRose and Ron E. Hancock, respectively, the Mayor and City Recorder of the City of Summersville, West Virginia, a municipal corporation, whose names are signed to the writing above and hereto annexed, bearing date of 29th day of June, 1992, have this day acknowledged said writing to be the act and deed of said Municipal Corporation before me in my said county.

My commission expires MARCH 13, 2001.

Given under my hand this 29th day of June, 1992.



Regina B. Tucker
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

Vaughan & Withrow
Suite 200, 232 Capitol Street
Charleston, West Virginia 25301.

RECEIPT FOR RECORD

BOOK _____ PAGE _____

92 JUN 29 PM 12:30

COUNTY CLERK
NICHOLAS COUNTY

STATE OF WEST VIRGINIA

Nicholas County Commission Office 6-29-92
This deed was this day presented to said office and thereupon together with the certificate thereto annexed is admitted to record.

Teste John H. Hines Clerk

Schedule 402

The bonded indebtedness issued and outstanding on behalf of the Hospital and assumed by the Corporation hereunder as of the Transfer Date is as follows:

\$7,750,000 City of Summerville Building Commission Hospital Facilities Refunding and Improvement Revenue Bonds (Summerville Memorial Hospital), Series 2006A

\$5,000,000 City of Summerville Building Commission Hospital Facilities Revenue Bonds (Summerville Memorial Hospital), Series 2008A

**ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS,
LICENSES AND PERMITS**

This **ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS, LICENSES AND PERMITS**, dated as of July 1, 2019, by and among the **SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION**, a municipal hospital commission under the laws of the State of West Virginia (the "Hospital Commission"), and the **CITY OF SUMMERSVILLE BUILDING COMMISSION**, a public corporation and municipal building commission under the laws of the State of West Virginia (the "Building Commission"), as assignor (the Hospital Commission and the Building Commission together, the "Assignor"), and **THE WEST VIRGINIA HEALTH CARE COOPERATIVE, INC.**, a West Virginia nonprofit corporation, as assignee ("Assignee").

WHEREAS, pursuant to an Operating and Lease Agreement dated as of December 31, 2018 (the "Operating Lease"), Assignor has agreed to assign to Assignee all benefits of and rights and obligations under all leases, contracts and other agreements of Assignor in connection with Summersville Regional Medical Center (the "Hospital"), and Assignee has agreed to assume all of the liabilities and obligations of the Hospital or Assignor thereunder; and

WHEREAS, Assignor or the Hospital is a party to certain contracts, agreements, leases and similar documents (collectively, the "Contracts", or individually, a "Contract"), which are more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Assignor or Hospital is also the holder of various licenses and permits (collectively, the "Licenses and Permits"), which are more particularly described on Exhibit B attached hereto and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the Assumed Contract Effective Date (defined below) Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest under and to the Contracts (including all deposits and prepaid amounts thereunder) and, to the extent transferable, all Licenses and Permits. Notwithstanding anything contained herein to the contrary, any Contract that requires the consent of a third party to assign shall not be assigned to Assignee unless and until such third-party consent is obtained, the date of such consent being referred to herein as the "Assumed Contract Effective Date". If a Contract does not require the consent of a third party, the effective date of the assignment of such Contract shall be the date of this Agreement.

2. Assignee hereby assumes, accepts and obligates itself, its successors and assigns, to all of Assignor's liabilities, responsibilities and obligations under the Contracts and the Licenses and Permits. Further, Assignee hereby obligates itself, its successors and assigns, to all of Assignor's liabilities, responsibilities and obligations under any Contracts that require the consent of a third party to assign, and Assignor shall have no liability, responsibility or obligation with respect to the such Contracts, during the period between the date of this Agreement and the Assumed Contract Effective Date with respect to each such Contract.

3. This Assignment and Assumption includes all Contracts, Licenses and Permits of Assignor and the Hospital, whether or not listed on Exhibit A or Exhibit B hereto.

4. Assignee shall indemnify, defend and hold harmless the City of Summersville and Assignor from and against any and all liability, demands, claims, actions, assessments, losses, costs, damages or expenses, including reasonable attorneys' fees, sustained

or incurred by Assignor resulting from or arising out of the Assignment and Assumption or the Contracts or the Licenses and Permits.

[The remainder of this page intentionally left blank; signature page follows]

WITNESS our signatures as of the date first above written.

ASSIGNOR:

**SUMMERSVILLE REGIONAL MEDICAL
CENTER COMMISSION**

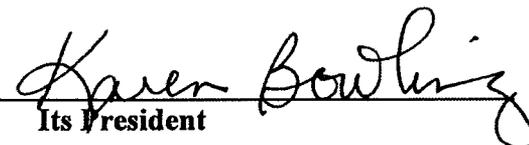
By: 
Its Chairman

**CITY OF SUMMERSVILLE BUILDING
COMMISSION**

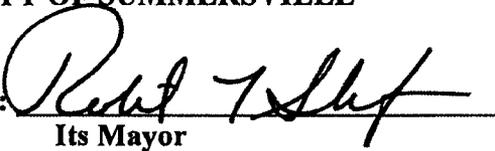
By: 
Its Chairman

ASSIGNEE:

**THE WEST VIRGINIA HEALTH CARE
COOPERATIVE, INC.**

By: 
Its President

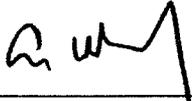
**APPROVED, CONSENTED TO AND AUTHORIZED BY:
CITY OF SUMMERSVILLE**

By: 
Its Mayor

JOINDER FOR LIMITED PURPOSE

By execution hereof, West Virginia University Hospitals, Inc. hereby joins in this Grant and Assignment for the limited purpose of Section 401(E) of that certain Operating Lease and Agreement dated as of December 31, 2018 by and among the Hospital Commission, the Building Commission and the Corporation (the "Operating Lease"), and, as such, shall have all of the rights, duties, and obligations as a Party to the Operating Lease with respect to Section 401(E) thereof.

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.



By: Albert L. Wright, Jr.

Its: President and CEO

Date: 6/24/19

EXHIBIT A
CONTRACTS

#	Party	Agreement
1	MEDHOST Direct, Inc.	Hosted and Managed Services Agreement dated November 22, 2017
2	MEDHOST of Tennessee, Inc	Software License and Application Services Agreement dated October 31, 2017
3	MEDHOST Cloud Services, Inc. (f/k/a YourCareUniverse, Inc.)	Master Products and Services Agreement dated May 14, 2015
4	North Side Medical Center, Inc.	Lease dated November 1, 2013
5	Siemens Financial Services, Inc.	Equipment Lease Agreement dated March 21, 2016 and Addendum to Equipment Lease Agreement dated March 21, 2016
6	Abbot Diabetes Care Sales Corporation	Master Agreement dated April 25, 2016 and Amendment
7	Geisinger Medical Management Corporation d/b/a ISS Solutions	Clinical Engineering Services Agreement dated March 1, 2016
8	Laboratory Corporation of America Holdings	Laboratory Interface System Agreement dated June 25, 2015
9	Lumos Networks	Services Agreement dated July 10, 2018
10	Canon Medical Systems USA, Inc. f/k/a Toshiba America Medical Systems, Inc.	Service Agreement (Contract # 70474-001) dated June 11, 2015
11	Canon Medical Systems USA, Inc. f/k/a Toshiba America Medical Systems, Inc.	Service Agreement (Contract # 72296-002) dated October 1, 2015
12	Pharma Force Group, LLC	Software as a Service Agreement dated September 7, 2018
13	Aurora HealthCare Resources, Inc.	RCI System License Agreement dated September 15, 2016
14	Quadax, Inc.	Hosted Electronic Data Interchange Services Agreement dated June 26, 2018
15	West Virginia University Medical Corporation d/b/a University Health Associates	Physician Services Agreement (Teleneurology/Stroke Services) dated September 18, 2018
16	West Virginia University Medical Corporation d/b/a University Health Associates	Physician Services Agreement (Pediatric and Fetal Cardiac Diagnostic Services) dated April 1, 2019

17	Medical Solutions, LLC	Contract Service Agreement dated March 19, 2019
18	Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center	Agreement for Laboratory Services dated August 15, 2018
19	West Virginia Orthotic & Prosthetic Center, Inc.	Lease dated August 26, 2010
20	New River Health Association, Inc.	Lease Agreement dated April 1, 2017
21	HealthSmart Benefit Solutions, Inc. d/b/a HealthSmart Casualty Claims Solutions	Agreement for Unemployment Compensation Service dated October 27, 2016
22	Nicholas Emergency Group, PLLC	Emergency Department Agreement dated August 1, 2016 and First Amendment to Emergency Department Agreement dated September 1, 2018
23	Mays & Associates, Inc.	Electroencephalography Services Agreement dated as of July 1, 2016
24	Bluefield State College	Extended Campus Clinical Agreement (Nursing Program) dated July 27, 2018
25	BridgeValley Community and Technical College	Affiliation Agreement dated effective February 13, 2018
26	Matheson Valley	Product Supply Agreement – Packaged dated as of June 20, 2011
27	Alderson Broaddus University School of Nursing	Clinical Facility Affiliation Agreement dated September 15, 2015
28	Department of Nursing, on behalf of the Marshall University College of Health Professions	Agreement for Clinical Education dated December 18, 2013
29	Mountwest Community and Technical College	Clinical Education Agreement dated October 13, 2015
30	New River Community and Technical College	Clinical Affiliation Agreement dated October 1, 2017
31	Pierpont Community & Technical College	Agreement for Clinical Education dated August 20, 2018
32	South University, LLC d/b/a South University School of Pharmacy	Affiliation Agreement dated February 12, 2012
33	Valley College	Affiliation Agreement dated April 18, 2016
34	West Virginia School of Osteopathic Medicine	Standard Affiliation Agreement dated May 25, 2018
35	Brewer & Company of WV, Inc.	Inspection Agreement (not dated)
36	Dornier MedTech America, Inc.	Point of Sale – Service and Supplies Contract dated November 4, 2016

37	DSO Mechanical LLC	Preventative Maintenance Agreement Plan dated February 6, 2018
38	Orkin, LLC	Commercial Services Agreement dated March 30, 2018
39	Otis Elevator Company	Otis Maintenance Contract dated February 12, 2002
40	Precision Pipeline, LLC	Contract for Employee Testing dated July 25, 2018
41	Simex Medical Imaging, Inc.	Service Agreement dated September 1, 2016
42	West Virginia Medical Institute	Memorandum of Agreement dated January 29, 2013
43	Image Advertising II of West Virginia Limited Partnership	Agreement for Lease of Outdoor Advertising dated April 29, 2016
44	Eastern Consultants	Agreement of Lease dated December 22, 2015
45	Summersville Pediatrics, Inc.	Agreement of Lease dated July 1, 2014
46	Valley Imaging Consultants, Inc.	Agreement dated March 11, 2002
47	Kidney Associates, PLLC	Agreement of Lease dated December 22, 2015
48	Connecticut General Life Insurance Company, Inc. (CIGNA)	Hospital Managed Care Agreement dated October 14, 1999
49	Highmark West Virginia Inc.	Hospital Agreement dated May 31, 2011

EXHIBIT B

LICENSES AND PERMITS

[See Attached]

GRANT AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned **SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION**, a municipal hospital commission under the laws of the State of West Virginia (the "Hospital Commission"), and the **CITY OF SUMMERSVILLE BUILDING COMMISSION**, a public corporation and municipal building commission under the laws of the State of West Virginia (the "Building Commission"), and together with the Hospital Commission, the "Commission"), hereby grants, conveys, transfers, assigns and sets over to **THE WEST VIRGINIA HEALTH CARE COOPERATIVE, INC.**, a West Virginia nonprofit corporation (the "Corporation"), all of its right, title and interest in all the property described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and by this Grant and Assignment does hereby grant, transfer and assign the Property to the Corporation, to have and to hold for itself forever.

The Commission hereby warrants that it has the exclusive right to grant, transfer and convey the Property; that the Property is free and clear of all liens, security interests, encumbrances and debts of whatever nature and description except as set forth in Exhibit A; that the Corporation shall have quiet enjoyment of the Property; and that the Commission shall execute such further assurance as may be requisite.

The Commission further agrees that it will deliver to the Corporation all certificates of title or other evidences of ownership of the Property now in the Commission's possession and referred to and described in Exhibit A.

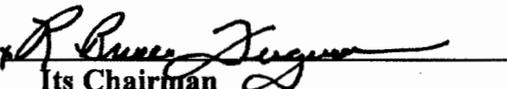
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IN WITNESS WHEREOF, the SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION and the CITY OF SUMMERSVILLE BUILDING COMMISSION have caused this Grant and Assignment to be executed and delivered as of the 1st day of July, 2019.

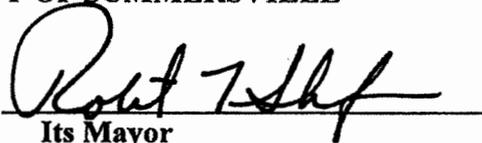
SUMMERSVILLE REGIONAL MEDICAL CENTER COMMISSION

By: 
Its Chairman

CITY OF SUMMERSVILLE BUILDING COMMISSION

By: 
Its Chairman

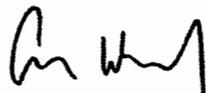
**APPROVED, CONSENTED TO AND AUTHORIZED BY:
CITY OF SUMMERSVILLE**

By: 
Its Mayor

JOINDER FOR LIMITED PURPOSE

By execution hereof, West Virginia University Hospitals, Inc. hereby joins in this Grant and Assignment for the limited purpose of Section 401(E) of that certain Operating Lease and Agreement dated as of December 31, 2018 by and among the Hospital Commission, the Building Commission and the Corporation (the "Operating Lease"), and, as such, shall have all of the rights, duties, and obligations as a Party to the Operating Lease with respect to Section 401(E) thereof.

WEST VIRGINIA UNIVERSITY HOSPITALS, INC.



By: Albert L. Wright, Jr.

Its: President and CEO

Date: 6/24/19

EXHIBIT A

1. All cash of the Commission, including but not limited to the accounts set forth on Schedule 1 attached hereto.
2. All cash equivalents of the Commission, including but not limited to those set forth on Schedule 2 attached hereto.
3. All investments of the Commission, including but not limited to those set forth on Schedule 3 attached hereto.
4. All accounts receivable of the Commission or the Hospital.
5. All intangible personal property of the Commission or the Hospital.

Schedule 1

Cash Accounts

[On file with Summersville Regional Medical Center]

Schedule 2

Cash Equivalents

[On file with Summersville Regional Medical Center]

Schedule 3

Investments

[On file with Summerville Regional Medical Center]



ACKNOWLEDGEMENT - RECEIPT OF CORRESPONDENCE

Name and Address of Applicant and/or Licensee Summersville Regional Medical Center ATTN: Daniel M. Ayres, CEO 400 Fairview Heights Road Summersville, WV 26651	Date July 29, 2019
	License Number(s) 47-31126-01
	Mail Control Number(s) 613712
	Licensing and/or Technical Reviewer or Branch Farrah Gaskins

This is to acknowledge receipt of your: Letter and/or Application Dated: 07/25/2019

The initial processing, which included an administrative review, has been performed.
 Amendment Termination New License Renewal

There were no administrative omissions identified during our initial review.

This is to acknowledge receipt of your application for renewal of the material(s) license identified above. Your application is deemed timely filed, and accordingly, the license will not expire until final action has been taken by this office.

Your application for a new NRC license did not include your taxpayer identification number. Please complete and submit NRC Form 531, Request for Taxpayer Identification Number, located at the following link: <http://www.nrc.gov/reading-rm/doc-collections/forms/nrc531.pdf>
 Follow the instructions on the form for submission.

The following administrative omissions have been identified:

Your application has been assigned the above listed MAIL CONTROL NUMBER. When calling to inquire about this action, please refer to this control number. Your application has been forwarded to a technical reviewer. Please note that the technical review, which is normally completed within 180 days for a renewal application (90 days for all other requests), may identify additional omissions or require additional information. If you have any questions concerning the processing of your application, our contact information is listed below:

Region I
U. S. Nuclear Regulatory Commission
Division of Nuclear Materials Safety
2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713
(610) 337-5260, (610) 337-5313,
(610) 337-5398, or (610) 337-5239