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HEALTHSOUTH
Medical Center

NRC LICENSE NO. 45-16618-01

SEPTEMBER 25, 1992

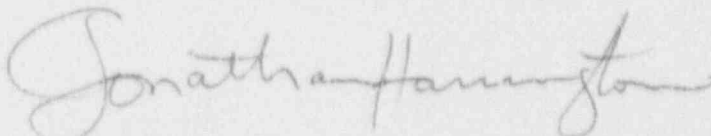
MR. DAVID COLLINS
REGION II
101 MARIETTA STREET NORTH WEST
ATLANTA, GEORGIA 30323

DEAR MR. COLLINS:

AS PER YOUR REQUEST I AM FORWARDING A COPY
OF A BILL OF SALE. HOPEFULLY THIS WILL SATISFY YOUR REQUEST
FOR DOCUMENTATION OF A MUTUALLY AGREED UPON TRANSFER OF
OWNERSHIP.

PLEASE CALL ME AT 804-747-5636 IF THERE ARE
ANY QUESTIONS. THANK YOU FOR YOUR ASSISTANCE.

SINCERELY,



JONATHAN LANE HARRINGTON RTN
CHIEF TECHNOLOGIST, NUCLEAR MEDICINE

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REG2 LIC30
45-16618-01 PDR

7700 East Parham Road • Richmond, VA 23294 • (804) 747-5600

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BILL OF SALE

This Bill of Sale, made as of the 10th day of December, 1991, by HUMANA VIRGINIA HOSPITAL CORPORATION, a Virginia corporation ("HVHC"), HUMANA OF VIRGINIA, INC., a Virginia corporation ("Humana-Virginia"), EXTENDICARE PROPERTIES, INC., a Delaware corporation ("Extendicare"), HUMDECO, INC., a Delaware corporation ("Humdeco"), and AMERICAN MEDICORP DEVELOPMENT CO., a Delaware corporation ("Amdeco") (the "Sellers"), in favor of HEALTHSOUTH of Virginia, Inc., a Delaware corporation ("HEALTHSOUTH").

WITNESSETH:

Pursuant to and as set forth in the Agreement to Purchase Assets, dated as of November 1, 1991, among HEALTHSOUTH, HVHC, Humana-Virginia, Extendicare, Humdeco, Amdeco and Primary Medical Management, Inc. (the "Agreement"), HVHC, Humana-Virginia, Extendicare, Humdeco and Amdeco for \$ _____ in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby by these presents convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm to HEALTHSOUTH all right, title and interest in and to the following properties and assets of the Sellers, including, without limitation, the business of HVHC and the general acute-care hospital known as Humana Hospital-Richmond in Richmond, Virginia operated by HVHC (the "Hospital"), as a composite going concern, the operations of the professional office building owned by Extendicare and operated by Amdeco and the operations of the professional office building owned by Humdeco and operated by Amdeco (the "Office Buildings"), as composite going concerns, whether or not any of such assets have any value for accounting purposes (individually as "Asset", and collectively, the "Assets"), including specifically, but without limiting the generality of the foregoing:

- (i) All tangible personal property utilized in the business of the Hospital, including, but not limited to, the Assets set forth in Exhibit A attached hereto and the Hospital's inventories of supplies, food, drugs, janitorial and office supplies and other disposables and consumables (as included as inventory on the Hospital's books and records), but excluding (A)

any and all operating manuals and business manuals for general operation of a Humana-owned hospital, other than manuals for operation of specific pieces of equipment and machinery, and (B) all computer hardware, software and related operation manuals listed on Exhibit 1.1(a)(iii)-2 attached to the Agreement;

(ii) All tangible personal property utilized in connection with the Office Buildings, including, but not limited to, the Assets set forth in Exhibit B hereto.

(iii) All rights under the leases of real and personal property used in the operation of the Hospital as set forth in Exhibit C (equipment leases) and Exhibit D (real property leases) hereto, and all rights under the leases related to the Office Buildings set forth on Exhibit E hereto;

(iv) All rights under the maintenance and service agreements set forth on Exhibit F hereto;

(v) All rights under the leases and contracts set forth on Exhibit G Physician Agreements (as defined in Section 1.3(a)(ii) of the Agreement) and other contracts and leases);

(vi) All intangible personal property owned by the Sellers and used in or necessary for the operation of the Hospital, the Office Buildings and the other Assets, including, but not limited to,

(A) All licenses, contract and warranty rights, and to the extent transferable, all certificates of need, certificates of exemption and easements necessary to or intended for the operation of the Hospital, the Office Buildings and the other Assets, including, but not limited to, any Seller's rights under

the contracts described in Exhibits C, D, E, F and G hereto and all rights to earnest money deposits, if any;

(B) The business goodwill associated with the Assets, including any trade names and service marks used by the Sellers in connection with its operation of the Assets (including, but not limited to the names "St. Luke's Hospital", "St. Luke's Medical Building" and "The Grove Medical Office Building", and any variations or combinations thereof), excluding, however, the name "Humana" (and any variation or combination thereof) and all other trade names, service marks and similar items listed on Exhibit H, as to which all right, title and interest of the respective Seller is specifically reserved;

(C) The rights of any Seller under the promissory notes given by physicians practicing at the Hospital to any Seller, all of which are identified by obligor, maturity date and outstanding principal amount on Exhibit I attached hereto (the "Physician Notes"); and

(vii) Original, or true and correct copies where any Seller is required to retain originals, of all books and records maintained by the Sellers relating to the Assets, or which may be reasonably requested by HEALTHSOUTH, including, but not limited to, originals of all Hospital patient records maintained by any Seller.

TO HAVE AND TO HOLD, all and singularly the said property and assets described herein unto HEALTHSOUTH, its successors and assigns, to its own use and benefit forever.

The Real Property to be conveyed to HEALTHSOUTH pursuant to the Agreement is being conveyed pursuant to Warranty Deeds, of even date herewith, executed and delivered by Humana-Virginia, Extendicare and Humdeco in connection with the closing of the

transactions contemplated by the Agreement. The Sellers disclaim any interest in the fixtures covered by such Warranty Deeds, to the extent any such Seller appears to have any interest therein.

Each of the Sellers covenants with HEALTHSOUTH that, as its interest in the Assets may appear, it is the true and lawful owner of said properties, assets and business, and has a good and perfect right to sell and transfer good and marketable title thereto, and that said property is free of any and all liens, security interests, charges or encumbrances whatsoever, except as specifically disclosed in the Agreement and the Exhibits thereto. Taken together, all of the properties, assets and business transferred hereby constitute all of the Assets (except for the Real Property) to be transferred, sold and delivered to HEALTHSOUTH under the Agreement.

Except as otherwise set forth in the Agreement, the Sellers' tangible personal property is being sold and purchased in their present physical condition, WITH NO WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the tangible personal property, and subject to normal wear and tear on personal property up to the date of this Bill of Sale.

IN WITNESS WHEREOF, the duly authorized signatures as officers of each of the
Sellers has been affixed to this Bill of Sale as of the date first hereinabove written.

HUMANA VIRGINIA HOSPITAL CORPORATION

By Gary W. Metcalf
Gary W. Metcalf
Senior Vice President-Finance Hospitals

COMMONWEALTH OF VIRGINIA)
 :
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify
that Gary W. Metcalf, whose name as Senior Vice President-Finance Hospitals of Humana
Virginia Hospital Corporation, a Virginia corporation, is signed to the foregoing instrument
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the said instrument, he, as such officer and with full authority, executed the same
voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 10th day of December, 1991.

[NOTARIAL SEAL]

L. May Bonman
Notary Public

My Commission Expires: 10/23/92

HUMANA OF VIRGINIA, INC.

By *Gary W. Metcalf*
Gary W. Metcalf
Senior Vice President-Finance Hospitals

COMMONWEALTH OF VIRGINIA)
 :
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Gary W. Metcalf, whose name as Senior Vice President-Finance Hospitals of Humana of Virginia, Inc., a Virginia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 10th day of December, 1991.

[NOTARIAL SEAL]

L. May Bowman
Notary Public
My Commission Expires: 10/23/92

EXTENDICARE PROPERTIES, INC.

By *Gary W. Metcalf*
Gary W. Metcalf
Senior Vice President-Finance Hospitals

COMMONWEALTH OF VIRGINIA)
 :
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Gary W. Metcalf, whose name as Senior Vice President-Finance Hospitals of Extendicare Properties, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 10th day of December, 1991.

[NOTARIAL SEAL]

L. Gay Bowman
Notary Public

My Commission Expires: 10/23/92

HUMDECO, INC.

By *Gary W. Metcalf*
Gary W. Metcalf
Senior Vice President-Finance Hospitals

COMMONWEALTH OF VIRGINIA)
 :
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Gary W. Metcalf, whose name as Senior Vice President-Finance Hospitals of Humdeco, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 10th day of December, 1991.

[NOTARIAL SEAL]

L. Gay Bowman
Notary Public
My Commission Expires: 10/23/92

AMERICAN MEDICORP DEVELOPMENT CO.

By Gary W. Metcalf
Gary W. Metcalf
Senior Vice President-Finance Hospitals

COMMONWEALTH OF VIRGINIA)
 :
CITY OF RICHMOND)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Gary W. Metcalf, whose name as Senior Vice President-Finance Hospitals of American Medicorp Development Co., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 10th day of December, 1991.

[NOTARIAL SEAL]

L. Gay Bowman
Notary Public
My Commission Expires: 10/23/92