



April 10, 2023

U.S. NRC Region I
Division of Radiological Safety and Security
475 Allendale Road, Suite 102
King of Prussia, PA 19406-1415

Re: Plateau Medical Center Radioactive Materials License Number 47-25469-01

Ms. Nguyen:

In reference to approval letter dated March 29, 2023, regarding the above-referenced radioactive materials license. I write on behalf of CAMC Plateau Medical Center, Inc. to confirm that the transaction described in the January 27, 2023, transfer of control request was consummated on March 31, 2023, and became effective on April 1, 2023. Enclosed with this letter is a fully executed bill of sale, confirming completion of the transaction. At this time, we request a name change on the license to CAMC Plateau Medical Center, Inc. d/b/a Plateau Medical Center.

Please note the following:

- Licensed material shall only be used by, or under the supervision of the authorized users currently listed on the above referenced license. Joseph L. Skeens, M.D. will remain as the RSO for this license. Please add the following authorized users currently listed on CAMC's NRC license 47-15473-01.

<u>Authorized User</u>	<u>Material and Use</u>
Ahmad Ramy Elashery, M.D.	10 CFR 35.200
Elie Gharib, M.D.	10 CFR 35.200
Mitchell N. Rashid, M.D.	10 CFR 35.200
Sarah J. Rinehart, M.D.	10 CFR 35.200

- The use of licensed material will continue to be at the facility located at 430 Main Street East, Oak Hill, WV. All equipment currently at the location will remain and there will be no changes in its use.
- The radiation safety program, licensed material use, possession and waste management program will remain unchanged and continue to be under the supervision of Joseph L. Skeens, M.D.
- Dr. Skeens or a representative designated by him, will attend CAMC's quarterly Radiation Safety Committee meetings.
- The licensee will undergo quarterly safety inspections by a licensed health physicist. Any findings will be reported at quarterly radiation safety meetings.

- All required regulatory surveillance and decommissioning records will remain intact and located at the 430 Main Street East facility.

Thank you for your attention to this matter. If you have any questions or require any additional information regarding the transaction, please feel free to contact Kim Lowe, Pharm.D. or Christine Oskin, MBA, Associate Administrator of Imaging.

Sincerely,



Kim Lowe, Pharm.D., BCNP, RSO
Charleston Area Medical Center
3200 MacCorkle Avenue, SE
Charleston, WV 25304
(304) 388-9295 office
(304) 388-8922 fax



Christine Oskin, MBA, RT (R)(M)
Associate Administrator of Imaging
Charleston Area Medical Center
3200 MacCorkle Avenue, SE
Charleston, WV 25304
(304) 388-5474

GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this “**Bill of Sale**”) is made and entered into as of March 31, 2023, to be effective as of 12:00:01 a.m., local time, on April 1, 2023, by and between **OAK HILL HOSPITAL CORPORATION**, a West Virginia corporation (“**Seller**”), and **CAMC PLATEAU MEDICAL CENTER, INC.**, a West Virginia nonprofit corporation (“**Buyer**”). This Bill of Sale is being delivered in connection with that certain Asset Purchase Agreement dated as of December 30, 2022, as amended by that certain First Amendment to Asset Purchase Agreement, dated March 31, 2023 (as amended, the “**Purchase Agreement**”), by and between CHS/Community Health Systems, Inc., a Delaware corporation, and Buyer, and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

Seller hereby irrevocably grants, sells, assigns, transfers, conveys and delivers unto the Buyer, its successors and assigns forever, as of the Effective Time, free and clear of all liabilities, claims, liens, security interests, encumbrances, and restrictions other than the Assumed Liabilities and the Permitted Encumbrances, all of its right, title and interest in and to any and all of the Assets (other than Excluded Assets) in accordance with the Purchase Agreement, except for the Owned Real Property, which is being conveyed by Seller to Buyer by separate special warranty deeds.

Seller agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney or other instruments that Buyer reasonably deems necessary to carry out the assignment and conveyance intended to be made hereunder.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE ASSETS.

The parties agree that this Bill of Sale shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to conflict of laws principles.

This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

In the event any provision of this Bill of Sale is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Bill of Sale, which shall be and remain in full force and effect, enforceable in accordance with its terms.

This Bill of Sale is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement.

This Bill of Sale may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

A signature delivered by email of a PDF document shall be deemed an original signature hereto and such delivery shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the date first above written.

SELLER:

OAK HILL HOSPITAL CORPORATION

By:  _____

Name: Terry H. Hendon

Title: Vice President

BUYER:

CAMC PLATEAU MEDICAL CENTER, INC.

By: _____

Name: Jeffrey H. Goode

Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the date first above written.

SELLER:

OAK HILL HOSPITAL CORPORATION

By: _____

Name: Terry H. Hendon

Title: Vice President

BUYER:

CAMC PLATEAU MEDICAL CENTER, INC.

By: Jeffrey Goode Digitally signed by Jeffrey Goode
DN: cn=Jeffrey Goode, o=CAMC, st=Indiana, email=jeff.goode@camc.org, c=US
Date: 2012.11.08 09:20:54 -0500

Name: Jeffrey H. Goode

Title: Vice President