

LATHROP & GAGE^{LLP}

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March 12, 2015

VIA FEDERAL EXPRESS AND E-MAIL -- BRYAN.PARKER@NRC.GOV

U. S. Nuclear Regulatory Commission ("NRC") - Region III

ATTN: Materials Licensing

Bryan A. Parker, Health Physicist

2443 Warrenville Road, Suite 210

Lisle, IL 60532-4352

Re: Change of Ownership - NRC License Numbers 24-02704-01 (St. Joseph Medical Center), 24-20274-01 (St. Mary's Medical Center), and 24-32245-01 (Carondelet Cardiology Services) (the "Licenses")

Dear Mr. Parker:

Our firm represents Prime Healthcare Services, Inc. and its wholly owned subsidiaries Prime Healthcare Services – Kansas City, LLC and Prime Healthcare Services – Blue Springs, LLC.

This letter is written in response to your letter dated February 12, 2015 to Michael Dorsey, Interim Chief Executive Officer of Carondelet Health, indicating the NRC's consent to the indirect transfer of the above referenced Licenses from Carondelet to Prime Healthcare Services – Kansas City, LLC and Prime Healthcare Services – Blue Springs, LLC ("Prime") pursuant to that certain Asset Sale Agreement dated October 13, 2014 by and between Prime and Carondelet (the "Consent Letter").

As requested in the Consent Letter, we have enclosed documentation demonstrating that the purchase transaction contemplated by the Asset Sale Agreement closed on February 13, 2015 (see attached "*Bill of Sale St. Joseph & Cardiology*" and "*Bill of Sale St. Mary's*"). In follow up to our telephone conversation on February 11, 2015, we have also enclosed a change of control letter signed on behalf of Prime and Carondelet. (See "*Change of Control Letter*").

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KANSAS

MASSACHUSETTS

MISSOURI

Bryan A. Parker
U. S. Nuclear Regulatory Commission - Region III
March 12, 2015
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Under Prime's ownership, the licensed activities are conducted under the following names:

1. NRC License No. **24-02704-01** – Prime Healthcare Services – Kansas City, LLC d/b/a **St. Joseph Medical Center**.
2. NRC License No. **24-20274-01** – Prime Healthcare Services – Blue Springs, LLC d/b/a **St. Mary's Medical Center**.
3. NRC License No. **24-32245-01** – Prime Healthcare Services – Kansas City, LLC d/b/a **Kansas City Cardiology**.

No other changes relating to the licensed activities are reported or requested at this time. We note, however, that the Chief Executive Officer of St. Joseph Medical Center is now Robert Erickson and the Chief Executive Officer of St. Mary's Medical Center is now Deb Ohnoutka.

If you have any questions or need any other documentation, please do not hesitate to contact me.

Respectfully submitted,

LATHROP & GAGE LLP

By: Julie A. Roth
Julie A. Roth

JAR
Enclosures

GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES

Carondelet Health, as Assignor

to

Prime Healthcare Services – Kansas City, LLC, a Delaware limited liability company, as
Assignee

This GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES (this "Bill of Sale") is made this 13th day of February, 2015, by and between Assignor and Assignee. Any capitalized terms not defined herein shall have the definition ascribed to it in the Sale Agreement (as defined below).

WHEREAS, Assignor, Assignee and an Affiliate of Assignee have entered into that certain Asset Sale Agreement dated October 13, 2014, as amended (the "Sale Agreement"); and

WHEREAS, immediately prior to the Effective Closing Time, St. Joseph Medical Center, a Missouri nonprofit corporation ("SJMC"), St. Mary's Medical Center, a Missouri nonprofit corporation ("SMMC"), Carondelet Home Care Services, Inc., a Missouri nonprofit corporation ("CHCS"), Carondelet Occupational Health, Wellness and Educational Services, Inc., a Missouri nonprofit corporation ("COHWE"), Carondelet Physician Services, Inc., a Missouri nonprofit corporation ("CPS"), Carondelet Medical Enterprises, Inc., a Missouri nonprofit corporation ("CME"), and Carondelet Cardiology Services, a Missouri nonprofit corporation ("CCS"), merged with and into Assignor with Assignor being the surviving corporation;

WHEREAS, pursuant to the Sale Agreement, certain of the assets of Carondelet Management Company, Inc., a Missouri corporation ("CMC"), Carondelet Pharmacy at Saint Joseph Health Center, Inc., a Missouri corporation ("CPSJHC") and Indian Creek Center, Inc., a Kansas corporation ("ICC"), including, without limitation, ICC's ownership interest in Saint Joseph Ambulatory Surgery Center, Inc., a Missouri corporation ("SJASC"), shall be sold to and purchased by Assignee and one or more Affiliates of Assignee;

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

1. Pursuant to and in accordance with the provisions and conditions of the Sale Agreement, Assignor does hereby assign, transfer, convey and deliver to Assignee and its successors and assigns forever, for valuable consideration, and Assignee hereby acquires, all of Assignor's right, title and interest in and to that portion of the Assets related to the ownership or operation of the Healthcare and ASC Businesses with respect to St. Joseph Medical Center (the "Acquired Assets – St. Joseph"). For avoidance of doubt, the Acquired Assets – St. Joseph shall

include those Assets that were held, immediately prior to the Effective Closing Time, by those St. Joseph Medical Center's Affiliates in the Kansas City, Missouri area listed on Exhibit A attached hereto.

2. Assignee is hereby acquiring all of Assignor's right, title and interest in and to the Acquired Assets – St. Joseph in accordance with Section 1.8 of the Sale Agreement.

3. Notwithstanding anything to the contrary in Section 1 above, Assignor shall retain the Excluded Assets.

4. Following the consummation of the Closing, and as of the Effective Closing Time, Assignor does hereby assign, and Assignee does hereby assume and agree to discharge on and after the Effective Closing Time, that portion of the Assumed Obligations pertaining or otherwise related to the Acquired Assets – St. Joseph to be assumed by Purchaser in accordance with Section 1.10 of the Sale Agreement (the "St. Joseph Obligations").

5. Notwithstanding anything to the contrary in Section 3 above, Assignee shall not assume or otherwise become liable or responsible for the Excluded Liabilities.

6. Except as expressly set forth in Article 2 of the Sale Agreement, the Acquired Assets – St. Joseph transferred to Assignee are hereby sold by Assignor and purchased by Assignee in their physical condition at the Effective Closing Time, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS", WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to the Real Property that is included among the Acquired Assets – St. Joseph, and WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the Personal Property that is included among the Acquired Assets – St. Joseph and Inventory that is included among the Acquired Assets – St. Joseph, any and all of which warranties (both express and implied) Assignor hereby disclaims. All of the foregoing real and personal property shall be further subject to normal wear and tear and normal and customary use in the ordinary course of business up to the Effective Closing Time.

7. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to demand and receive from third parties (other than Assignor or any affiliate of Assignor) from time to time any and all of the Acquired Assets – St. Joseph; (b) to give receipts and releases for or in respect of any and all of the Acquired Assets – St. Joseph; (c) to collect for Assignee's account all receivables and other items constituting Acquired Assets – St. Joseph pursuant to the terms of the Sale Agreement; (d) to endorse checks and other instruments which are among the Acquired Assets – St. Joseph; and (e) to institute and prosecute, from time to time, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect of the Acquired Assets – St. Joseph. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

8. Assignor covenants and 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 Assignee reasonably requests to carry out the assignment and conveyance intended to be made hereunder.

9. Assignee's assumption of the St. Joseph Obligations from Assignor shall not enlarge the rights of any third party under the St. Joseph Obligations; nor shall it prevent Assignee, with respect to any party other than Assignor or any affiliate of Assignor, from in good faith contesting or disputing any liability, or the terms and provisions of the St. Joseph Obligations.

10. This Bill of Sale is delivered pursuant to the Sale Agreement and, as between Assignor (and its Affiliates) and Assignee (and its Affiliates), is subject in all respects to the provisions thereof and nothing herein shall in any way supersede, modify, replace, amend, vary, rescind, waive, expand or in any way affect the promises, agreements, representations and warranties of any of the parties to and set forth in the Sale Agreement. The rights or claims of Assignee against Assignor or Assignor against Assignee hereunder shall not be greater than the rights or claims of Purchaser against Assignor or Assignor against Purchaser under the Sale Agreement and any claims hereunder shall be governed in all respects by the procedures set forth in the Sale Agreement.

11. This Bill of Sale shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and is subject to all of the terms and conditions of the Sale Agreement.

12. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without giving effect to any choice of law provision or rule thereof. The parties hereby waive their right to claim in any proceeding involving this Bill of Sale that the law of any jurisdiction other than the State of Missouri shall apply to such dispute; and the parties hereby covenant that they shall assert no such claim in any dispute arising under this Bill of Sale.

[REMAINDER OF PAGE IS BLANK.]

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed by a duly authorized officer as of February 13, 2015, effective as of the Effective Closing Time.

ASSIGNOR:

Carondelet Health, a Missouri nonprofit corporation

By: 

Name: Anthony J. Speranzo

Its: Authorized Signatory as Executive Vice
President and Chief Financial Officer of Ascension

ASSIGNEE:

Prime Healthcare Services – Kansas City, LLC, a
Delaware limited liability company

By: _____

Name: _____

Its: _____

[Signature page to Bill of Sale – PHS-Kansas City, LLC]

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed by a duly authorized officer as of February 13, 2015, effective as of the Effective Closing Time.


ASSIGNOR:

Carondelet Health, a Missouri nonprofit corporation

By: _____
Name: Anthony J. Speranzo
Its: Authorized Signatory as Executive Vice
President and Chief Financial Officer of Ascension

ASSIGNEE:

Prime Healthcare Services – Kansas City, LLC, a
Delaware limited liability company

By:  _____
Name: **MIKE HEATHER**
Its: **CFO**

[Signature page to Bill of Sale – PHS-Kansas City, LLC]

EXHIBIT A

- St. Joseph Medical Center, a Missouri nonprofit corporation
- Carondelet Home Care Services, Inc., a Missouri nonprofit corporation
- Carondelet Physician Service, Inc., a Missouri nonprofit corporation
- Carondelet Occupational Health, Wellness and Educational Services, Inc.
- Carondelet Cardiology Services, a Missouri nonprofit corporation
- Carondelet Medical Enterprises, Inc.

GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES

Carondelet Health, as Assignor

to

Prime Healthcare Services – Blue Springs, LLC, a Delaware limited liability company, as
Assignee

This GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES (this "Bill of Sale") is made this 13th day of February, 2015, by and between Assignor and Assignee. Any capitalized terms not defined herein shall have the definition ascribed to it in the Sale Agreement (as defined below).

WHEREAS, Assignor, Assignee and an Affiliate of Assignee have entered into that certain Asset Sale Agreement dated October 13, 2014, as amended (the "Sale Agreement"); and

WHEREAS, immediately prior to the Effective Closing Time, St. Joseph Medical Center, a Missouri nonprofit corporation ("SJMC"), St. Mary's Medical Center, a Missouri nonprofit corporation ("SMMC"), Carondelet Home Care Services, Inc., a Missouri nonprofit corporation ("CHCS"), Carondelet Occupational Health, Wellness and Educational Services, Inc., a Missouri nonprofit corporation ("COHWE"), Carondelet Physician Services, Inc., a Missouri nonprofit corporation ("CPS"), Carondelet Medical Enterprises, Inc., a Missouri nonprofit corporation ("CME"), and Carondelet Cardiology Services, a Missouri nonprofit corporation ("CCS"), merged with and into Assignor with Assignor being the surviving corporation;

WHEREAS, pursuant to the Sale Agreement, certain of the assets of Carondelet Management Company, Inc., a Missouri corporation ("CMC"), Carondelet Pharmacy at Saint Joseph Health Center, Inc., a Missouri corporation ("CPSJHC") and Indian Creek Center, Inc., a Kansas corporation ("ICC"), including, without limitation, ICC's ownership interest in Saint Joseph Ambulatory Surgery Center, Inc., a Missouri corporation ("SJASC"), shall be sold to and purchased by Assignee and one or more Affiliates of Assignee;

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

1. Pursuant to and in accordance with the provisions and conditions of the Sale Agreement, Assignor does hereby assign, transfer, convey and deliver to Assignee and its successors and assigns forever, for valuable consideration, and Assignee hereby acquires, all of Assignor's right, title and interest in and to that portion of the Assets related to the ownership or operation of the Healthcare and ASC Businesses with respect to St. Mary's Medical Center (the "Acquired Assets – St. Mary's"). For avoidance of doubt, the Acquired Assets – St. Mary's shall include those Assets that were held, immediately prior to the Effective Closing Time, by those

St. Mary's Medical Center's Affiliates in the Blue Springs, Missouri area listed on Exhibit A attached hereto.

2. Assignee is hereby acquiring all of Assignor's right, title and interest in and to the Acquired Assets – St. Mary's in accordance with Section 1.8 of the Sale Agreement.

3. Notwithstanding anything to the contrary in Section 1 above, Assignor shall retain the Excluded Assets.

4. Following the consummation of the Closing, and as of the Effective Closing Time, Assignor does hereby assign, and Assignee does hereby assume and agree to discharge on and after the Effective Closing Time, that portion of the Assumed Obligations pertaining or otherwise related to the Acquired Assets – St. Mary's to be assumed by Purchaser in accordance with Section 1.10 of the Sale Agreement (the "St. Mary's Obligations").

5. Notwithstanding anything to the contrary in Section 3 above, Assignee shall not assume or otherwise become liable or responsible for the Excluded Liabilities.

6. Except as expressly set forth in Article 2 of the Sale Agreement, the Acquired Assets – St. Mary's transferred to Assignee are hereby sold by Assignor and purchased by Assignee in their physical condition at the Effective Closing Time, "AS IS, WHERE IS AND WITH ALL FAULTS AND NONCOMPLIANCE WITH LAWS", WITH NO WARRANTY OF HABITABILITY OR FITNESS FOR HABITATION, with respect to the Real Property that is included among the Acquired Assets – St. Mary's, and WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the physical condition of the Personal Property that is included among the Acquired Assets – St. Mary's and Inventory that is included among the Acquired Assets – St. Mary's, any and all of which warranties (both express and implied) Assignor hereby disclaims. All of the foregoing real and personal property shall be further subject to normal wear and tear and normal and customary use in the ordinary course of business up to the Effective Closing Time.

7. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to demand and receive from third parties (other than Assignor or any affiliate of Assignor) from time to time any and all of the Acquired Assets – St. Mary's; (b) to give receipts and releases for or in respect of any and all of the Acquired Assets – St. Mary's; (c) to collect for Assignee's account all receivables and other items constituting Acquired Assets – St. Mary's pursuant to the terms of the Sale Agreement; (d) to endorse checks and other instruments which are among the Acquired Assets – St. Mary's; and (e) to institute and prosecute, from time to time, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect of the Acquired Assets – St. Mary's. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

8. Assignor covenants and 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 Assignee reasonably requests to carry out the assignment and conveyance intended to be made hereunder.

9. Assignee's assumption of the St. Mary's Obligations from Assignor shall not enlarge the rights of any third party under the St. Mary's Obligations; nor shall it prevent Assignee, with respect to any party other than Assignor or any affiliate of Assignor, from in good faith contesting or disputing any liability, or the terms and provisions of the St. Mary's Obligations.

10. This Bill of Sale is delivered pursuant to the Sale Agreement and, as between Assignor (and its Affiliates) and Assignee (and its Affiliates), is subject in all respects to the provisions thereof and nothing herein shall in any way supersede, modify, replace, amend, vary, rescind, waive, expand or in any way affect the promises, agreements, representations and warranties of any of the parties to and set forth in the Sale Agreement. The rights or claims of Assignee against Assignor or Assignor against Assignee hereunder shall not be greater than the rights or claims of Purchaser against Assignor or Assignor against Purchaser under the Sale Agreement and any claims hereunder shall be governed in all respects by the procedures set forth in the Sale Agreement.

11. This Bill of Sale shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and is subject to all of the terms and conditions of the Sale Agreement.

12. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without giving effect to any choice of law provision or rule thereof. The parties hereby waive their right to claim in any proceeding involving this Bill of Sale that the law of any jurisdiction other than the State of Missouri shall apply to such dispute; and the parties hereby covenant that they shall assert no such claim in any dispute arising under this Bill of Sale.

[REMAINDER OF PAGE IS BLANK.]

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed by a duly authorized officer as of February 13, 2015, effective as of the Effective Closing Time.

ASSIGNOR:

Carondelet Health, a Missouri nonprofit corporation

By:  _____

Name: Anthony J. Speranzo

Its: Authorized Signatory as Executive Vice

President and Chief Financial Officer of Ascension

ASSIGNEE:

Prime Healthcare Services – Blue Springs, LLC, a
Delaware limited liability company

By: _____

Name: _____

Its: _____

[Signature page to Bill of Sale -- PHS-Blue Springs LLC]

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed by a duly authorized officer as of February 13, 2015, effective as of the Effective Closing Time.

ASSIGNOR:

Carondelet Health, a Missouri nonprofit corporation

By: _____

Name: Anthony J. Speranzo

Its: Authorized Signatory as Executive Vice
President and Chief Financial Officer of Ascension

ASSIGNEE:

Prime Healthcare Services – Blue Springs, LLC, a
Delaware limited liability company

By:  _____

Name: **MIKE HEATHER**

Its: **CFO**

[Signature page to Bill of Sale – PHS-Blue Springs LLC]

EXHIBIT A

St. Mary's Medical Center, a Missouri nonprofit corporation

March 09, 2015

U. S. Nuclear Regulatory Commission - Region III

ATTN: Materials Licensing

Bryan A. Parker, Health Physicist

2443 Warrenville Road, Suite 210

Lisle, IL 60532-4352

Re: Transfer of Control of NRC License Numbers 24-02704-01 (St. Joseph Medical Center), 24-20274-01 (St. Mary's Medical Center), and 24-32245-01 (Carondelet Cardiology Services) (the "Licenses")

Dear Mr. Parker:

As you are aware, pursuant to that certain Asset Sale Agreement dated as of October 13, 2014, as amended (the "Sale Agreement") by and among Prime Healthcare Services – Kansas City, LLC, a Delaware limited liability company, and an affiliate of Purchaser known as Prime Healthcare Services – Blue Springs, LLC, a Delaware limited liability company ("Purchasers") and Carondelet Health, a Missouri nonprofit corporation ("Seller"), Purchasers agreed to acquire substantially all of Seller's assets, properties and rights in various healthcare businesses including but not limited to St. Joseph Medical Center, a Missouri nonprofit corporation, St. Mary's Medical Center, a Missouri nonprofit corporation, and Carondelet Cardiology Services, Inc., a Missouri nonprofit corporation (collectively, the "NRC Licensed Entities"). The transaction closed at 12:01 A.M. February 13, 2015 (the "Closing Time").

The NRC Licensed Entities, immediately prior to the Closing Time, merged into Seller with Seller being the surviving entity, and after such merger substantially all of the assets, properties and rights of NRC Licensed Entities relating to the provision of nuclear medicine services to patients were sold by Seller to Purchaser as of the Closing Time.

As of the Closing Time, activities conducted under License Number 24-02704-01 operate under the name Prime Healthcare Services – Kansas City, LLC d/b/a St. Joseph Medical Center. Activities conducted under License Number 24-20274-01 operate under the name Prime Healthcare Services – Blue Springs, LLC d/b/a St. Mary's Medical Center. Activities conducted under License number 24-32245-01 operate under the name Prime Healthcare Services – Kansas City, LLC d/b/a Kansas City Cardiology.

You have asked that both Seller and Purchasers sign the change of control agreement indicating their agreement that Purchasers will comply with the NRC License conditions for each of the above referenced Licenses, which is indicated by their signatures below.

Bryan A. Parker

March 09, 2015

Page 2

Purchasers:

Prime Healthcare Services – Kansas City,
LLC

a Delaware limited liability company

By: 

Name: MIKE HEATHER

Its: CFO

Prime Healthcare Services – Blue Springs,
LLC,

a Delaware limited liability company

By: 

Name: MIKE HEATHER

Its: CFO

Seller:

By: 

Name: Anthony J. Speranzo

Its: Authorized Signatory as Executive
Vice President and Chief Financial Officer
of Ascension

From: (913) 451-5150
 Julie Roth
 Lathrop & Gage LLP
 10851 Mastin Boulevard
 Bldg. 82, Ste. 1000
 Overland Park, KS 66210

Origin ID: IXDA



Ship Date: 12MAR15
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 CAD: 1539507/NET3610

Delivery Address Bar Code



SHIP TO: (913) 451-5118

BILL SENDER

Bryan Parker, Materials Licensing
US Nuclear Regulatory Comm--Reg III
2443 Warrenville Road
Suite 210
LISLE, IL 60532

Ref # 558492
 Invoice #
 PO #
 Dept #

FRI - 13 MAR 3:00P
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.