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May 25, 2018

Via Email: (Robert.Gallagher@nrc.gov)

Robert L. Gallagher  
U.S. NRC, Region I  
2100 Renaissance Blvd.  
King of Prussia, PA 19406

**Re: Notice of Proposed Change of Control No. 608465: Williamson Memorial Hospital, LLC (Radioactive Materials License #47-25358-01)**

Dear Mr. Gallagher:

I write on behalf of our client, Hospital Management Associates, LLC ("Seller"). Seller holds 95.84% of the membership interests of Williamson Memorial Hospital, LLC (the "Company"). The Company owns and operates Williamson Memorial Hospital, an acute care hospital located in Williamson, West Virginia (the "Hospital"). We previously provided notice to the United States Nuclear Regulatory Commission (the "NRC") of the anticipated change of control of the Hospital and requested the consent of the NRC to the transfer of control of the above-referenced radioactive materials license issued by the NRC. As described more fully in our prior correspondence, Seller is a party to a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Mingo Health Partners, LLC ("Buyer") acquiring all the membership interests of the Company currently held by Seller. It is anticipated that the proposed transaction will close effective as of June 1, 2018; however, the closing could take place at a later date depending upon the timing of regulatory and other necessary approvals.

Please find enclosed as **Exhibit A** answers to the questions listed in your email dated May 16, 2018. We have worked with Buyer and Buyer's counsel to provide the information requested. Authorized representatives of both the Company and Buyer have signed on the following page to indicate their acknowledgement and agreement with the information contained in **Exhibit A**.

Thank you for your attention to this matter. If you have any questions regarding Buyer, please contact Tamela White at (304) 522-9100 or [tjw@farrell3.com](mailto:tjw@farrell3.com). If you have any questions regarding the Company, please contact me at (615) 252-3593 or [adalton@bab.com](mailto:adalton@bab.com).

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

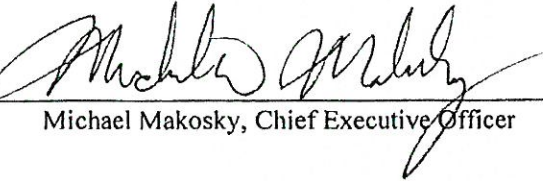
By:

Alé Dalton

*[Acknowledgements to follow]*

Acknowledged and Agreed to By:

**WILLIAMSON MEMORIAL HOSPITAL, LLC d/b/a WILLIAMSON MEMORIAL HOSPITAL**

By:   
Michael Makosky, Chief Executive Officer

**MINGO HEALTH PARTNERS, LLC**

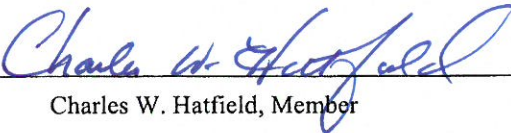
By:   
Charles W. Hatfield, Member

Exhibit A

**Responses for Williamson Memorial Hospital, LLC (Radioactive Materials License #47-25358-01)**

***1. Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new licensee name, mailing address, and contact information, including phone numbers.***

RESPONSE: The current licensee, Williamson Memorial Hospital, LLC (the "Company"), owns and operates Williamson Memorial Hospital (the "Hospital"), and holds radioactive materials license no. 47-25358-01. The Company is party to a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Mingo Health Partners, LLC ("Buyer") acquiring all the membership interests of the Company currently held by Seller.

Buyer name:	Mingo Health Partners, LLC
Mailing address:	52 West Second Avenue Williamson, WV 25661
Contact information:	Charles W. Hatfield, Member

***2. Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel.***

RESPONSE: The parties do not anticipate any changes in personnel or duties that relate to the licensed program as a result of the transaction.

***3. Describe the status of the licensee's facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records.***

RESPONSE: The parties do not anticipate any changes in the facilities, equipment, or radiation safety program as a result of the transaction. Furthermore, the parties do not anticipate any changes to the calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records as a result of the transaction.

***4. Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.***

RESPONSE: The Company confirms that all records and documentation that relate to the licensed program will be transferred to Buyer.

***5. Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.***

RESPONSE: The Company and Buyer agree to transferring control of the licensed material and activity and all related conditions of transfer. Buyer confirms that it has been made aware that there are currently no open inspection items or outstanding concerns at

this time. Buyer understands and accepts responsibility for any compliance issues that materialize after closing.

***6. Confirm that the transferee will abide by all constraints, conditions, requirements and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.***

RESPONSE: Buyer confirms that it will abide by all constraints, conditions, requirements and commitments of the Company or submit a complete description of the proposed licensed program.