



Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

Justin Hickerson
615.850.8474 direct
Justin.hickerson@wallerlaw.com

August 28, 2018

Via Overnight Delivery and Electronic Mail

Materials Licensing Branch
U.S. Nuclear Regulatory Commission, Region III
2443 Warrenville Rd., Suite 210
Lisle, Illinois 60532-4352

Re: RHN Scott Memorial Hospital - Transfer of Indirect Control of NRC License No.
13-26500-01

Dear Sir or Madam:

This firm represents LifePoint Health, Inc. ("LifePoint") and its subsidiaries, including RHN Scott Memorial Hospital, LLC d/b/a Scott Memorial Hospital ("Scott"). Scott owns and operates an acute care hospital located at 1451 N. Gardner Street, Scottsburg, IN 47170, which holds NRC License No. 13-26500-01 (the "NRC License").

On July 22, 2018, LifePoint entered into an Agreement and Plan of Merger (the "Merger Agreement") with RegionalCare Hospital Partners Holdings, Inc. d/b/a RCCH HealthCare Partners ("RCCH") and Legend Merger Sub, Inc., a wholly owned subsidiary of RCCH, pursuant to which, at closing, LifePoint will become a wholly owned subsidiary of RCCH, and RCCH will become the indirect parent of Scott. Following the closing of the merger transaction, the combined company will operate under the "LifePoint Health" name and be led by William F. Carpenter, III, the current chairman and chief executive officer of LifePoint. The transaction is expected to close in the fourth quarter of 2018.

In accordance with NUREG-1556, Vol. 15, Rev. 1, App. E, we enclose letters from the transferor and transferee which provide additional information regarding the proposed transaction and respectfully request your consent to the transfer of indirect control of the NRC License to RCCH, as the acquiring indirect parent of Scott. Should you have any questions or require additional information about the proposed transaction, please contact me at (615) 850-8474 or by email at Justin.Hickerson@wallerlaw.com

Sincerely,

Justin Hickerson

Enc.

RECEIVED AUG 29 2018

LIFEPOINT HEALTH

August 28, 2018

Materials Licensing Branch
U.S. Nuclear Regulatory Commission, Region III
2443 Warrenville Rd., Suite 210
Lisle, Illinois 60532-4352

Re: RHN Scott Memorial Hospital, LLC - Transfer of Indirect Control of NRC License No. 13-26500-01

Dear Sir or Madam:

In accordance with 10 C.F.R. §30.34(b) and Volume 15, Rev. 1 of NUREG-1556, please accept this letter as an official notice to the Nuclear Regulatory Commission (“NRC”) that LifePoint Health, Inc., a Delaware corporation and publicly traded company (“Seller”), intends to merge with and into RegionalCare Hospital Partners Holdings, Inc. d/b/a RCCH Healthcare Partners, a Delaware corporation (“Buyer”) (the “Merger”). As a result of the Merger, Buyer will become the direct parent of Seller and the indirect parent of RHN Scott Memorial Hospital, LLC d/b/a Scott Memorial Hospital, a hospital located at 1451 N. Gardner Street, Scottsburg, Indiana 47170 (the “Licensee”). The Licensee holds Nuclear Materials License Number 13-26500-01 (the “NRC License”). In connection with the Merger, the parties request the NRC’s written consent to transfer indirect control of the Licensee’s NRC License to Buyer, as the acquiring indirect parent of Licensee. The parties anticipate that the Merger will close in the fourth quarter of 2018. For your convenience, we have attached a copy of the Licensee’s NRC License.

In addition, in accordance with Volume 15, Rev. 1 of NUREG-1556, Appendix E, we provide the following information related to the Merger:

- 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. Clearly identify when the amendment request is due to a name change only.**

The Licensee is an indirect subsidiary of Seller. As a result of the Merger, Seller will become a wholly-owned subsidiary of Buyer, and Buyer will become the indirect parent of the Licensee. The combined company will operate under the name “LifePoint Health,” and it will be led by William F. Carpenter, III, the current chairman and chief executive officer of Seller.

The Merger will not result in a change to the legal name, doing business as name, tax identification number, or mailing address of the Licensee, nor will the Merger result in any immediate change to the officers, managers, or directors of the Licensee. In addition, the Merger is not expected to result in any change to the operations, facilities, equipment, personnel, or

330 Seven Springs Way, Brentwood, Tennessee 37027
Phone 615.920.7000

policies of the Licensee or to the licensed materials, persons using the license materials, location of use of licensed materials, or persons responsible for the Licensee's radiation safety program.

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

No changes in personnel responsible for the Licensee's radiation safety program, the radiation safety officer, the authorized users, or any other persons identified on the NRC License or in the license application as having responsibility for radiation safety or authorized to use licensed materials are expected to occur as a result of the Merger. Further, no changes in the training program are anticipated to occur as a result of the Merger.

3. **Describe any changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.**

Other than the change of upstream corporate ownership described in item #1, it is not anticipated that the Merger will result in any changes in location, facilities, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the activities conducted under the Licensee's NRC License.

4. **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.**

Licensee maintains its radiation safety program in accordance with NRC requirements, and all required surveillance records are accurate and up to date and will be current as of the effective date of the Merger. All records will remain on the Licensee's premises following the Merger. Licensee performs semi-annual nuclear medicine surveys and annual audits of the radiation protection program. Its last inspection was on April 9, 2018. All surveys and wipe tests indicate that there is no contamination of the facility or equipment. Should any contamination occur prior to the Merger, it will be the responsibility of Licensee to decontaminate.

5. **If current decommissioning funding plans (DFP) will be changed as a result of the transfer, the revised DFP should be submitted. If other financial assurance documents will be changed as a result of the transfer, confirm that all financial assurance instruments associated with the license will be held in the transferee's name before the license is transferred, and as required by 10 CFR 30.35(f), the licensee must, within 30 days, submit financial instruments reflecting such changes.**

The Licensee maintains possession of licensed materials in quantities below the minimum limit specified in 10 CFR 30.35(d), such that decommissioning is not necessary.

6. **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.

All records will remain on the Licensee's premises following the Merger. Following the Merger, Buyer will become an indirect parent of Licensee.

7. **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 resulting enforcement actions.**

Transferor and transferee, as the acquiring indirect parent of the Licensee, agree to the transfer of indirect control of the licensed material and activity and the conditions of transfer. There are no open inspections. Should any violations be identified prior to the Merger, Licensee will take full responsibility for such items and/or any resulting enforcement actions.

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

By signature on the enclosed letter, Buyer, which will become the new indirect parent of Licensee, hereby confirms that Licensee will abide by all constraints, conditions, requirements, representations, and commitments identified in and attributed to the existing NRC License as issued to the Licensee as of the effective date of the Merger.

9. **The transferee, in the case of fuel cycle facilities, shall provide documentation showing that it is financially qualified to conduct normal operations. The information can be in the form of income statements and balance sheet forecasts.**

This question is inapplicable to Licensee because Licensee is not a fuel cycle facility.

If you have questions or require additional information about this notice, please contact Justin Hickerson, Esquire of Waller Lansden Dortch & Davis, LLP, Nashville City Center, 511 Union Street, Suite 2700, Nashville, Tennessee 37219, who can be reached by phone at (615) 850-8474 or e-mail at Justin.Hickerson@wallerlaw.com.

By signature below, Seller evidences its intent to transfer indirect control of the Licensee's NRC License to Buyer as of the effective date of the Merger. The parties will confirm the conditions of transfer when the Merger becomes effective.

**RHN Scott Memorial Hospital, LLC
d/b/a Scott Memorial Hospital**

By: 
Name: R. Scott Raplee
Its: President

U.S. Nuclear Regulatory Commission, Region III
August 27, 2018
Page 4

Enc.



August 24, 2018

Materials Licensing Branch
U.S. Nuclear Regulatory Commission, Region III
2443 Warrenville Rd., Suite 210
Lisle, Illinois 60532-4352

Re: Scott Memorial Hospital - Transfer of Control of NRC License No. 13-26500-01

Dear Sir or Madam:

In connection with the anticipated merger transaction as described in the foregoing letter by LifePoint Health, Inc. ("Seller"), by signature on this letter RegionalCare Hospital Partners Holdings, Inc. d/b/a RCCH Healthcare Partners ("Buyer") commits, as the indirect parent of the licensee following the merger transaction, to abide by all applicable constraints, conditions, requirements, representations, and commitments identified in and attributed to the existing NRC Nuclear Materials License Number 13-26500-01 (the "License") issued to RHN Scott Memorial Hospital, LLC, located at 1451 N. Gardner St., Scottsburg, IN 47170 (the "Hospital"), following the merger transaction, which is anticipated to be effective as of the fourth quarter of 2018 (the "Proposed Effective Date"). Additionally, Seller has informed Buyer that there are no open inspections or enforcement issues with the U.S. Nuclear Regulatory Commission. Should any violations be identified prior to the change of ownership, Seller will take full responsibility for such items and/or any resulting enforcement actions.

The parties will confirm the conditions of transfer when this transaction becomes effective.

If you have questions or require additional information about this notice, please contact Justin Hickerson, Esquire of Waller Lansden Dortch & Davis, LLP, Nashville City Center, 511 Union Street, Suite 2700, Nashville, Tennessee 37219, who can be reached by phone at (615) 850-8474 or e-mail at Justin.Hickerson@wallerlaw.com.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Wall III", written in a cursive style.

Howard T. Wall III
Executive Vice President, Chief Administrative Officer and Secretary
RegionalCare Hospital Partners Holdings, Inc.

UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS
Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
Hand the package to any UPS driver in your area.

UPS Access Point™
THE UPS STORE
707 MAIN ST
NASHVILLE, TN 37206

UPS Access Point™
THE UPS STORE
1831 12TH AVE S
NASHVILLE, TN 37203

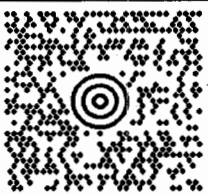
UPS Access Point™
THE UPS STORE
2817 WEND AVE
NASHVILLE, TN 37203

FOLD HERE

Saxa

ICENTER4 0.0 LBS LTR 1 OF 1
615-850-6114
WALLER LANSDEN DORTCH & DAVIS,
511 UNION STREET, SUITE 2700
NASHVILLE TN 37219

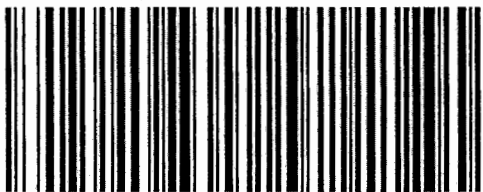
SHIP TO:
MATERIALS LICENSING BRANCH
US NUCLEAR REGULATORY COMM, REG III
SUITE 210
2443 WARRENVILLE ROAD
LISLE IL 60532-4352



IL 603 9-03



UPS NEXT DAY AIR 1
TRACKING #: 1Z 3X7 355 01 9702 1232



BILLING: P/P

Reference #1: 001141
Client-Matter #: 010359-85888

CS 20.5.13. WN7NV50 03.0A 07/2018



RECEIVED AUG 29 2018