

# waller

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Br. 1

November 16, 2018

**VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL**

Materials Licensing Branch  
U.S. Nuclear Regulatory Commission, Region I  
2100 Renaissance Blvd., Suite 100  
King of Prussia, PA 19406-2713  
Attn: Robert Gallagher  
Robert.Gallagher@nrc.gov

47-18046-01  
03014390

REC R G 1 11 19 18 AM 10:24

Re: Notice of Closing of Transaction between LifePoint Health, Inc. and RegionalCare Hospital Partners Holdings, Inc.

Mr. Gallagher:

I am writing on behalf of Raleigh General Hospital (the "Licensee"), to inform you that the transaction between LifePoint and RegionalCare Hospital Partners Holdings, Inc. ("RegionalCare"), described in my August 28, 2018 letter, closed on **November 16, 2018** (the "Effective Date"). Pursuant to the transaction, RegionalCare became the direct parent of LifePoint and the indirect parent of the Licensee. In addition, as of the Effective Date, the name of LifePoint became "Legacy LifePoint Health, Inc." and the name of RegionalCare became "LifePoint Health, Inc." Please find enclosed a copy of the Merger Certificate evidencing consummation of the transaction.

If you have any questions or require additional information at this point, please do not hesitate to contact me at [justin.hickerson@wallerlaw.com](mailto:justin.hickerson@wallerlaw.com) or (615) 850-8474.

Sincerely,

  
Justin R. Hickerson

Enc.

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LEGEND MERGER SUB, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "LIFEPOINT HEALTH, INC." UNDER THE NAME OF  
"LEGACY LIFEPOINT HEALTH, INC.", A CORPORATION ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED  
AND FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF NOVEMBER, A.D.  
2018, AT 8:19 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

3841745 8100M  
SR# 20187677667

Authentication: 203915332  
Date: 11-16-18

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC CORPORATIONS**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:19 AM 11/16/2018  
FILED 08:19 AM 11/16/2018  
SR 20187677667 - File Number 3841745

**Pursuant to Section 251(c) of the Delaware General Corporation Law (the “DGCL”), LifePoint Health, Inc., a Delaware corporation (“LifePoint”), hereby certifies the following information relating to the merger of Legend Merger Sub, Inc., a Delaware corporation (“Merger Sub”), with and into LifePoint (such merger, the “Merger”):**

- First:** The name of each constituent corporation in the Merger is LifePoint Health, Inc., a Delaware corporation, and Legend Merger Sub, Inc., a Delaware corporation (each, a “Constituent Corporation”).
- Second:** The Agreement and Plan of Merger, dated as of July 22, 2018, by and among LifePoint, RegionalCare Hospital Partners Holdings, Inc. (D/B/A RCCH HealthCare Partners), a Delaware corporation, and Merger Sub (the “Agreement and Plan of Merger”) has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations.
- Third:** The corporation surviving the Merger shall be LifePoint and the name of the corporation surviving the Merger shall be “Legacy LifePoint Health, Inc.” (the “Surviving Corporation”).
- Fourth:** At the effective time of the Merger, in accordance with Section 251 of the DGCL, the certificate of incorporation of LifePoint as in effect immediately prior to the Merger shall be amended and restated to read, in its entirety, as set forth in Exhibit A hereto, and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.
- Fifth:** This Certificate of Merger, and the Merger, shall be effective at the time of filing of this Certificate of Merger with the Secretary of State of the State of Delaware.
- Sixth:** The executed Agreement and Plan of Merger is on file at 330 Seven Springs Way, Brentwood, Tennessee 37027, the principal place of business of the Surviving Corporation.
- Seventh:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of either of the Constituent Corporations.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Surviving Corporation has caused this Certificate of Merger to be signed by an authorized officer the 16th day of November, 2018.

LifePoint Health, Inc.

/s/ Jennifer C. Peters

Name: Jennifer C. Peters

Title: Executive Vice President

**Certificate of Incorporation  
of Legacy LifePoint Health, Inc.  
(the "Corporation")**

**FIRST:** The name of the Corporation is Legacy LifePoint Health, Inc.

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, DE 19801. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as it now exists or may hereafter be amended and supplemented (the "DGCL").

**FOURTH:** The total number of shares of stock which the Corporation shall have the authority to issue is 100 shares of common stock, par value \$0.01 per share (the "Common Stock").

**FIFTH:** In furtherance and not in limitation of the power conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation (the "Bylaws") subject to any limitations contained therein.

**SIXTH:** No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

**SEVENTH:** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director, manager or officer of the Corporation or any of its subsidiaries (each, a "Corporation Group Entity") or while a director, manager or officer of a Corporation Group Entity, is or was serving at the request of such Corporation Group Entity as a director, officer, manager, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person") whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager, employee or agent, or in any other capacity while serving as a director, officer, manager, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by law (and, specifically in the case of the DGCL, as such law is amended, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than previous to such amendment) against all expense, liability and loss

(including attorneys' fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such Covered Person in connection therewith. Costs, charges and expenses (including attorneys' fees) incurred by a director or officer of the Corporation in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation as authorized in this Article SEVENTH. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the majority of a quorum of directors not party to such proceeding, deems appropriate. The majority of the disinterested directors may, and upon approval of such Covered Person, authorize the Corporation's counsel to represent such person, in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding. The rights conferred on any person by this Article SEVENTH shall not be exclusive of any other rights which any Covered Person may have or hereafter acquire under law, this Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. Any amendment, repeal or modification of this Article SEVENTH, or any amendment, repeal or modification of relevant provisions of the DGCL or any other applicable laws shall not in any way diminish any rights to indemnification of such director, officer, employee or agent or the obligations of the Corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, repeal or modification.

EIGHTH: The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses provided by a stockholder of the Corporation or its affiliates (other than any Corporation Group Entity) (directly or through insurance obtained by any such entity) (collectively, the "Stockholder Indemnitors"). The Corporation hereby agrees and acknowledges that (i) it is the indemnitor of first resort with respect to the Covered Persons, (ii) it shall be required to advance the full amount of expenses incurred by the Covered Persons, as required by law, the terms of this Certificate of Incorporation, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise, without regard to any rights the Covered Persons may have against the Stockholder Indemnitors and (iii) to the extent permitted by law, it irrevocably waives, relinquishes and releases the Stockholder Indemnitors from any and all claims against the Stockholder Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Stockholder Indemnitors on behalf of the Corporation with respect to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Stockholder Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right.

NINTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Corporation (and any other persons to which the DGCL permits the Corporation to provide indemnification) through by-law provisions, agreements with such agents or other persons, by vote of stockholders or

disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to limits created by the DGCL and applicable decisional law, with respect to actions for breach of duty to the Corporation, its stockholders, and others.

TENTH: In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation, and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

ELEVENTH: Election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

TWELFTH: To the maximum extent permitted under applicable law, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any and all business opportunities that are presented to any of its stockholders or directors (other than in their capacity as a director and other than those directors who are employees of the Corporation or any of its direct or indirect subsidiaries). Without limiting the foregoing renunciation, the Corporation acknowledges that certain of the stockholders are in the business of making investments in, and have investments in, other businesses similar to and that may compete with the Corporation's businesses ("Competing Businesses"), and agrees that each such stockholder shall have the right to make additional investments in or have relationships with other Competing Businesses independent of its investment in the Corporation. No stockholder that has designated a director shall be obligated to present to the Corporation any particular investment opportunity that such director or stockholder gains access to, other than by reason of such director's status as a director (and other than those directors who are employees of the Corporation), even if such opportunity is of a character that, if presented to the Corporation or one of its subsidiaries, could be taken by the Corporation or such subsidiary, and such director or stockholder shall continue to have the right to take for such director's or stockholder's own respective account or to recommend to others any such particular investment opportunity. The provisions of this Article TWELFTH shall in no way limit or eliminate any such stockholder's or their direct or indirect equityholders' duties, responsibilities and obligations with respect to the protection of any proprietary information of the Corporation and any of its subsidiaries, including any applicable duty not to disclose or use such proprietary information improperly or to obtain therefrom an improper personal benefit. No amendment or repeal of this Article TWELFTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to opportunities of which such director becomes aware prior to such amendment or repeal.

THIRTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the DGCL. All rights conferred upon stockholders herein are granted subject to this reservation.



**ACKNOWLEDGEMENT - RECEIPT OF CORRESPONDENCE**

|  |  |
|--|--|
| <b>Name and Address of Applicant and/or Licensee</b><br><br>Matt Roberts<br>President/CEO<br>Raleigh General Hospital<br>1710 Harper Road<br>Beckley, West Virginia 25801-3397 | <b>Date</b><br>December 6, 2018  |
|  | <b>License Number(s)</b><br>47-18046-01  |
|  | <b>Mail Control Number(s)</b><br>610698  |
|  | <b>Licensing and/or Technical Reviewer or Branch</b><br>Medical Branch<br>(Notification) |

This is to acknowledge receipt of your:  Letter and/or  Application Dated: 11/16/18

The initial processing, which included an administrative review, has been performed.

Amendment     
  Termination     
  New License     
  Renewal

There were no administrative omissions identified during our initial review.

This is to acknowledge receipt of your application for renewal of the material(s) license identified above. Your application is deemed timely filed, and accordingly, the license will not expire until final action has been taken by this office.

Your application for a new NRC license did not include your taxpayer identification number. Please complete and submit NRC Form 531, Request for Taxpayer Identification Number, located at the following link: <http://www.nrc.gov/reading-rm/doc-collections/forms/nrc531.pdf>  
Follow the instructions on the form for submission.

The following administrative omissions have been identified:

Your application has been assigned the above listed MAIL CONTROL NUMBER. When calling to inquire about this action, please refer to this control number. Your application has been forwarded to a technical reviewer. Please note that the technical review, which is normally completed within 180 days for a renewal application (90 days for all other requests), may identify additional omissions or require additional information. If you have any questions concerning the processing of your application, our contact information is listed below:

**Region I**  
**U. S. Nuclear Regulatory Commission**  
**Division of Nuclear Materials Safety**  
**2100 Renaissance Boulevard, Suite 100**  
**King of Prussia, PA 19406-2713**  
**(610) 337-5260, (610) 337-5313,**  
**(610) 337-5398, (610) 337-5239**