



November 2, 2022

U.S. NRC Region I
RAM Licensing Program
475 Allendale Rd., Suite 102
King of Prussia, PA 19406-1415

**Re: Request for Approval of Transfer of Control: Greenbrier Valley Medical Center
Radioactive Materials License Number: 47-17199-01**

To Whom It May Concern:

I write on behalf of Greenbrier VMC, LLC, which owns and operates Greenbrier Valley Medical Center in Ronceverte, West Virginia (“**Licensee**”). Licensee holds the above-referenced radioactive materials license (License Number 47-17199-01, or the “**License**”) issued by the U.S. Nuclear Regulatory Commission (“**NRC**”). Licensee is wholly-owned, by and through several subsidiaries, by CHS/Community Health Systems, Inc. (“**Seller**”).

The purpose of this notice is to request NRC approval for an anticipated transfer of control of the License. Seller is party to a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in the acquisition of substantially all the assets of the Licensee by CAMC Greenbrier Valley Medical Center, Inc. (“**Buyer**”). The parties anticipate this transaction (the “**Transaction**”) will take place effective **January 1, 2023** (the “**Effective Date**”). A diagram of the Licensee’s ownership before and after the Transaction is enclosed as **Exhibit A**.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “**Licensed Program**”). In addition, there will be no changes to the Licensed Program as a result of the Transaction. However, pursuant to 10 C.F.R § 30.34(b) and the NRC Consolidated Guidance About Materials Licenses, NUREG-1556 Volume 15 (“**NRC Guidance**”), we understand that a licensee must notify the NRC if it anticipates a possible transfer of control for purposes of obtaining NRC consent to the transfer. Accordingly, please accept this letter as notice to the NRC as such notice.

In light of the anticipated Effective Date of the Transaction, the parties request expedited review and approval of the transfer of control as soon as possible. In order to facilitate review of the transfer of control, the information required to obtain consent to a transfer of control, as described in Appendix E of the NRC Guidance, is set forth in **Exhibit B**. Certifications from Seller, Licensee, and Buyer regarding the Transaction’s impact on the Licensed Program are included as **Exhibit C** and **Exhibit D**, respectively.

Thank you for your attention to this matter. If you have any questions or require any additional information regarding the Transaction, please contact Stephanie Hoffmann, counsel for Seller, at (615) 252-3837 or shoffmann@bradley.com, or Brienne Marco, counsel for Buyer, at (304) 720-4060 or bmarco@spilmanlaw.com.

Sincerely,

Timothy A. Bess

Timothy A. Bess
Chief Executive Officer
Greenbrier Valley Medical Center

EXHIBIT A

Ownership Diagram Before and After Transaction

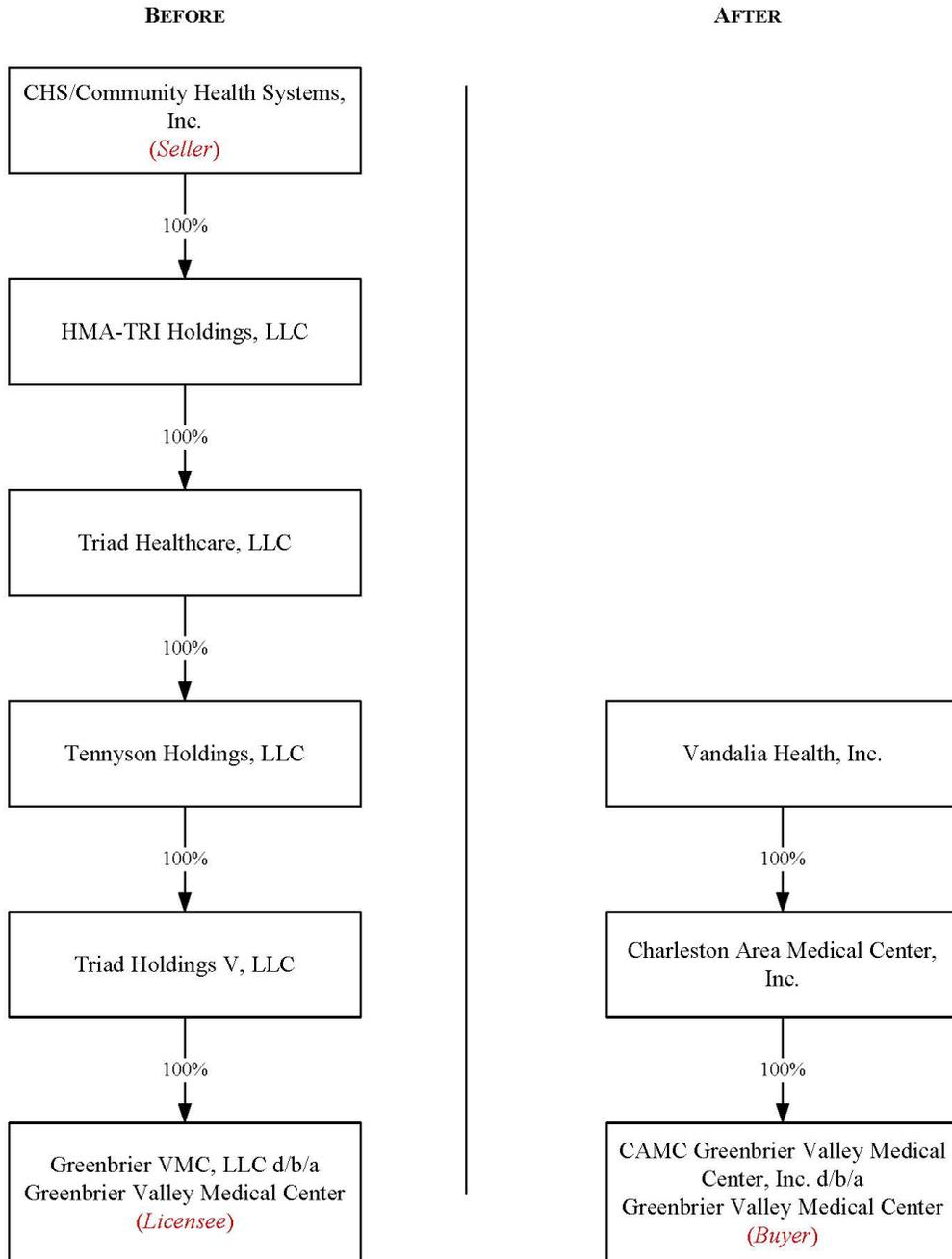


EXHIBIT B

NUREG-1556 Volume 15, Exhibit E Information Required for Approval of Transfer of Control

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.**

Licensee is wholly-owned, by and through multiple subsidiaries, by CHS/Community Health Systems, Inc. (“**Seller**”). Seller is party to a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in the acquisition of substantially all the assets of the Licensee to CAMC Greenbrier Valley Medical Center, Inc. (“**Buyer**”). The parties anticipate this transaction (the “**Transaction**”) will take place effective **January 1, 2023** (the “**Effective Date**”). A diagram of the Hospital’s ownership before and after emerging from bankruptcy is enclosed as **Exhibit A**.

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “**Licensed Program**”). In addition, there will be no changes to the Licensed Program as a result of the Transaction. Licensee will continue to conduct its Licensed Program at the same location and Licensee’s personnel, equipment, and operations will also remain the same.

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.**

Licensee will retain the same management for the activities contemplated under the License. There will be no changes in personnel named in the License or the duties that relate to the Licensed Program as a result of the Transaction.

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.**

There will be no changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or procedures relating to the Licensed Program. The management and operations of the Licensed Program will not change as a result of the Transaction.

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’s facilities, equipment, and radiation safety program are currently in compliance and are expected to remain in compliance after the Transaction. There will be no changes to Licensee’s facilities, equipment, and radiation safety program as a result of the Transaction. All required surveillance has been performed, documented, and reviewed, and all current conditions and surveillance practices will be maintained following the Transaction. The surveillance program will continue to be completed with daily and monthly quality control evaluations, and information documenting those evaluations will be shared at quarterly meetings and reviewed by the physicist. Wipe tests and surveys are, and will continue to be, completed per the guidelines and documented

within the quality program. All calibration, leak tests, and surveys are documented and retained, and the process will not be altered as a result of the Transaction.

There is no known contamination of Licensee's facilities or equipment. No decontamination is necessary prior to the Transaction.

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.**

This item is not applicable to the Licensed Program. Licensee is not required to maintain decommissioning funding plans or provide financial assurance under the License.

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.**

No decommissioning of the facility will occur, and upon any future decommissioning of the facility, the records concerning the safe and effective decommissioning of the facility are on file and will remain so prior to, upon, and after closing the proposed transaction.

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 possible resulting enforcement actions.**

Confirmed.

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.**

Confirmed.

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 is not applicable to Licensee because Licensee does not hold a license for a fuel cycle facility.

EXHIBIT C

Certification by Seller and Licensee (as Transferor)

Upon closing of the Transaction described herein, CAMC Greenbrier Valley Medical Center, Inc. (“Buyer”) will have acquired substantially all the assets of Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center (“Licensee”) from CHS/Community Health Systems, Inc. (“Seller”). The parties anticipate the transaction will be effective January 1, 2023 (the “Effective Date”).

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “Licensed Program”). In addition, there will be no changes to the Licensed Program as a result of the Transaction. Licensee will continue to conduct its Licensed Program at the same location and Licensee’s personnel, equipment, and operations will also remain the same.

By our signatures below, we confirm the following regarding Questions 4, 5, and 6 of the NRC’s Requested Information to Approve a Transfer of Control:

Licensee confirms that all records concerning the safe and effective decommissioning of the facility are on file and will remain so prior to, upon, and after closing the proposed transaction. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity; and

Seller agrees to the transfer of control of the licensed material and activity, and the conditions of such transfer, and Buyer, as owner of the Licensed Program upon and after closing, has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

SELLER
CHS/Community Health Systems, Inc.

LICENSEE
Greenbrier VMC, LLC d/b/a
Greenbrier Valley Medical Center

Timothy A. Bess

11/2/2022 | 12:23 PM CDT

Terry H. Hendon
Vice President

Timothy A. Bess
Chief Executive Officer

EXHIBIT C

Certification by Seller and Licensee (as Transferor)

Upon closing of the Transaction described herein, CAMC Greenbrier Valley Medical Center, Inc. (“Buyer”) will have acquired substantially all the assets of Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center (“Licensee”) from CHS/Community Health Systems, Inc. (“Seller”). The parties anticipate the transaction will be effective January 1, 2023 (the “Effective Date”).

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the “Licensed Program”). In addition, there will be no changes to the Licensed Program as a result of the Transaction. Licensee will continue to conduct its Licensed Program at the same location and Licensee’s personnel, equipment, and operations will also remain the same.

By our signatures below, we confirm the following regarding Questions 4, 5, and 6 of the NRC’s Requested Information to Approve a Transfer of Control:

Licensee confirms that all records concerning the safe and effective decommissioning of the facility are on file and will remain so prior to, upon, and after closing the proposed transaction. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity; and

Seller agrees to the transfer of control of the licensed material and activity, and the conditions of such transfer, and Buyer, as owner of the Licensed Program upon and after closing, has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

SELLER
CHS/Community Health Systems, Inc.

LICENSEE
Greenbrier VMC, LLC d/b/a
Greenbrier Valley Medical Center

Terry H. Hendon

11/2/2022 | 12:37 PM CDT

Terry H. Hendon
Vice President

Timothy A. Bess
Chief Executive Officer

EXHIBIT D

Certification by Buyer (as Transferee)

Upon closing of the Transaction described herein, CAMC Greenbrier Valley Medical Center, Inc. ("Buyer") will have acquired substantially all the assets of Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center ("Licensee") from CHS/Community Health Systems, Inc. ("Seller"). The parties anticipate the transaction will be effective January 1, 2023 (the "Effective Date").

For the avoidance of doubt, there will be no change to the management and operational staff who control and conduct the activities covered by the License (the "Licensed Program"). In addition, there will be no changes to the Licensed Program as a result of the Transaction. Licensee will continue to conduct its Licensed Program at the same location and Licensee's personnel, equipment, and operations will also remain the same.

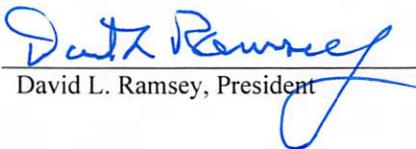
By my signature below, I confirm the following in response to Questions 5, 6, and 7 of the NRC's Requested Information to Approve a Transfer of Control:

Buyer, as owner of the Licensed Program upon and after closing, agrees to the transfer of control of the licensed material and activity, and the conditions of such transfer, and has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions;

Buyer, as owner of the Licensed Program upon and after closing, additionally agrees the Licensed Program will continue to abide by all constraints, conditions, requirements, representations, and commitments of Licensee under Seller's ownership; and

To the best of my knowledge and on behalf of Buyer, I concur with all statements and commitments made in this request for transfer of control.

BUYER
CAMC Greenbrier Valley Medical Center, Inc.



David L. Ramsey, President