October 16, 2026

VIA CERTIFIED MAIL

Inspection and Licensing Branch Central
U.S. Nuclear Regulatory Commission, Region III
2056 Westings Avenue, Suite 400
Naperville, IL 60563-2657
Attn: Jason Kelley

RE: *Notice of Organizational Change for Marlette Regional Hospital (Materials License, License No. 21-17360-01 and Control No. 670876)*

To whom it may concern:

On behalf of Marlette Regional Hospital ("Marlette"), I am writing to notify the U.S. Nuclear Regulatory Commission ("NRC") of a transaction involving Bluewater HealthCare Network d/b/a Aspire Rural Health ("Aspire"), the parent entity of Marlette, and Covenant Healthcare System ("Covenant"), a Michigan not-for-profit corporation. Aspire and Covenant have entered into a Member Substitution Agreement. As a result, Covenant will become the sole corporate member of Aspire and the grandparent-level indirect owner of Marlette (the "Organizational Change"). *See the pre- and post-closing organizational charts attached as* Exhibit A. The Organizational Change is expected to occur on October 31, 2026. Marlette holds the above-referenced Materials License issued by the NRC.

The Organizational Change will not impact Marlette's legal name, federal tax identification number, provider numbers, licensed location, equipment, Board of Directors, personnel, or day-to-day operations. There will be no changes to the management team overseeing the licensed activities, and the same individuals responsible for oversight and control of Marlette's operations will remain in place before and after closing. The only change is that a new ultimate parent organization – Covenant – will sit above Aspire in the corporate structure.

Aspire submits this letter in satisfaction of 10 C.F.R. Parts 1-171 and the NRC's Consolidated Guidance About Materials Licenses (NUREG-1556, Vol. 15, Rev. 1). Please see Exhibit B for additional information requested under Appendix E of the NRC's Consolidated Guidance About Materials Licenses.

If you have any questions regarding the Organizational Change or this letter, please contact me by email at Angela.McConnachie@aspirerhs.org or by phone at (989) 635-4000.

Angela McConnachie
Chief Executive Officer and President
Bluewater HealthCare Network d/b/a Aspire Rural Health

4917-4397-2529, v. 7

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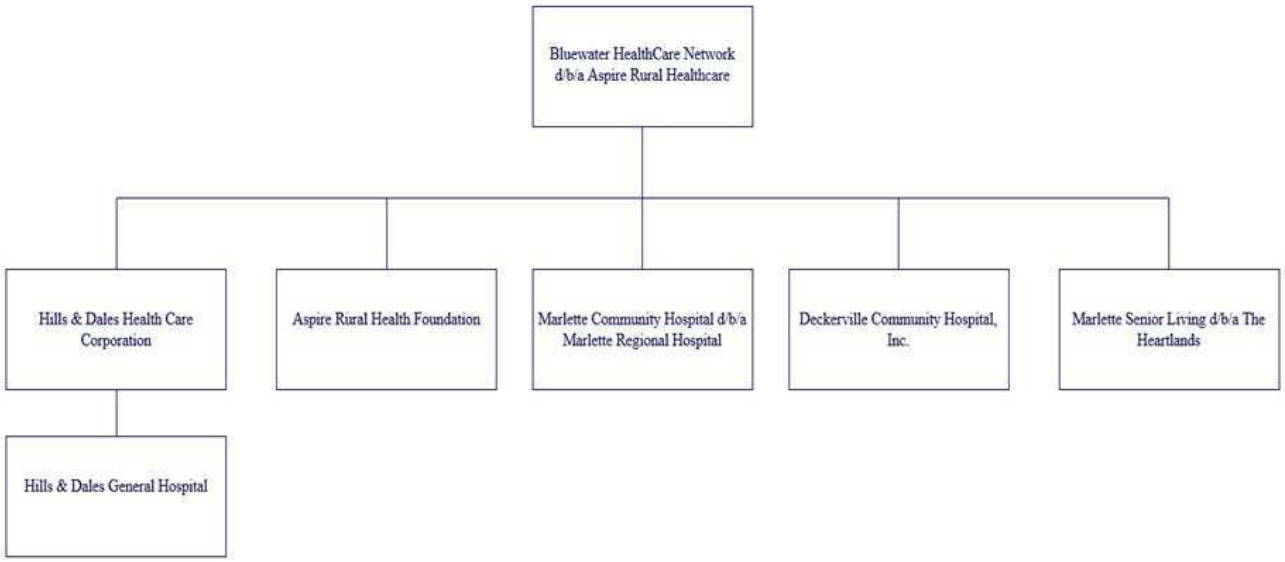
EXHIBIT A

Pre-Closing Corporate Structure



Post-Closing Corporate Structure

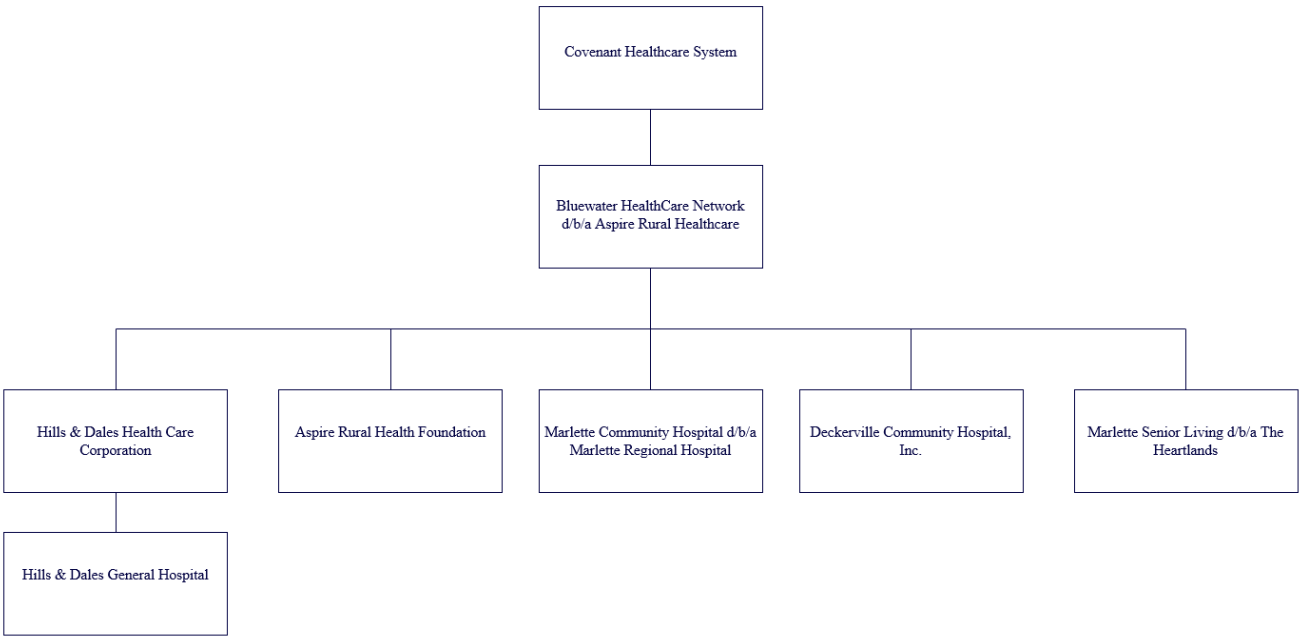


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EXHIBIT B

Information Needed for Transfer of Control Application

NRC Region: Region III; **NRC Health Physicist**: Jason M. Kelly; **Office:** (630) 829-9737
Fax: (630) 515-1078

Licensee Contact: Angela McConnchie; **Telephone of Licensee:** (989) 635-4000

Information Needed for 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.

   Aspire, the sole member of Marlette, will undergo a membership substitution, whereby Covenant will become the sole member of Aspire and the grandparent-level indirect owner of Marlette (the "Organizational Change"). The Organizational Change is expected to occur on October 31, 2026.

   There will be no changes to Marlette's operations, licenses, personnel, Board of Directors, tax ID, or control over materials regulated by the NRC in connection with the Organizational Change.

   Covenant, as the indirect, grandparent-level owner of Marlette, will have certain reserved powers over Aspire and Marlette. These powers will not include the right to control or exercise authority over direction of the activities under Marlette's material's license or the materials regulated by the NRC.

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 will occur. Adam R. Schwaderer, D.O., will continue to have the authority over the licensed material and will continue to act as the Radiation Safety Officer of the license. Marlette will continue to control the activities under the license.

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.

   None.

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.

Marlette's facilities, equipment, and radiation safety program are operating in the normal course and in compliance with all NRC regulations. Marlette is not aware of any contamination, and therefore does not plan to decontaminate prior to the Organizational Change. Marlette will continue operating in the normal course in all respects following 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.

   Not applicable. There will be no change to decommissioning funding plans or financial assurance documents.

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.

   Not applicable. The Organizational Change will not involve any transfer of records or decommissioning of the site. All records and materials will be retained by Marlette following the Organizational Change.

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.

   Not applicable. Marlette will continue operating in the same manner following the Organizational Change and will retain control of the licensed material and activity.

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.

   Marlette will continue operating in the same manner following the Organizational Change as it has operated prior to the Organizational Change. Marlette will continue to abide by all constraints, conditions, requirements, representations, and commitments it has made previously to NRC, and with all regulations published by the NRC relating to the licensed materials.

   Covenant similarly agrees to abide by any constraints, conditions, requirements, representations, and commitments made by Marlette, to the extent applicable.

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.

Not applicable.

Angela McConnachie

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