

December 10, 2015

VIA OVERNIGHT DELIVERY

U.S. NRC Region III
Materials Licensing Branch
2443 Warrenville Road
Suite 210
Lisle, Illinois 60532-4352

Re: Notice of Proposed Change of Ownership: Indiana University Health Starke Hospital, LLC d/b/a Indiana University Health Starke Hospital (Radioactive Materials License #13-15399-02)

Dear Sir or Madam:

We are writing on behalf of Knox Hospital Company, LLC, a Delaware limited liability company ("Buyer"), and Indiana University Health Starke Hospital, LLC, an Indiana limited liability company ("Seller"). Pursuant to 10 C.F.R. § 30.34(b), the purpose of this letter is to provide notice to the United States Nuclear Regulatory Commission, Region III (the "NRC") of the anticipated change of ownership of Indiana University Health Starke Hospital in Knox, Indiana (the "Hospital") and to obtain the consent of the NRC to transfer control of the above-referenced Radioactive Materials License from Seller to Buyer, as discussed in greater detail below.

The parties are in the process of negotiating a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Buyer's acquisition of substantially all of the assets and operations of Seller, including the Hospital (the "Proposed Transaction"). It is anticipated that the Proposed Transaction will close effective as of February 1, 2016; however, the closing could take place at a later date depending upon the timing of regulatory and other necessary approvals.

Other than changes resulting in the ordinary course of business, no change in the local administrative management or day-to-day operations of the Hospital is anticipated as a result of the Proposed Transaction. In particular, the Proposed Transaction will not result in any change in the use, possession, location, or storage of licensed radioactive materials by the Hospital, nor will it result in any change in the Hospital's equipment, procedures, or personnel operating under the Hospital's current Radioactive Materials License.

Pursuant to the instructions of your office, we have enclosed as Exhibit A responses to the questions posed by the NRC in situations involving changes in ownership or transfers of control. If you have any questions or require any further information, please do not hesitate to contact Paige Miller, counsel for Buyer following the closing of the Proposed Transaction, at (615) 252-3886 or


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pmiller@babco.com, or Margaret Emmert, counsel for Seller, at (317) 236-2169 or Margaret.Emmert@icemiller.com.

Very truly yours,


KNOX HOSPITAL COMPANY, LLC



By: Craig Feery

Its: Vice President & Secretary

**INDIANA UNIVERSITY HEALTH STARKE
HOSPITAL, LLC**



By: Craig Feery

Its: President

Enclosure

cc: Paige Miller (via email: pmiller@babco.com)
Margaret Emmert (via email: Margaret.Emmert@icemiller.com)
Monica Chmielewski (via email: mchmielewski@foley.com)

EXHIBIT A

RESPONSES TO QUESTIONS POSED BY THE DEPARTMENT

- 1. Provide a complete description of the transaction (transfer of stocks or assets, or merger). Indicate whether the name has changed and include the new name. Include the name and telephone number of a licensee contact whom NRC may contact if more information is needed.**

Response: As described in the letter to which this Exhibit A is attached, the parties are in the process of negotiating a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Buyer's acquisition of substantially all of the assets of Seller which are used in connection with the operation of the Hospital (the "Proposed Transaction"). Following the closing of the Proposed Transaction, the Hospital will operate under the ownership and control of the Buyer using the business name "Starke Hospital."

If more information is needed concerning the Proposed Transaction, please contact Paige Miller, counsel for Buyer following the closing of the Proposed Transaction, at (615) 252-3886 or pmiller@babco.com, or Margaret Emmert, counsel for Seller, at (317) 236-2169 or Margaret.Emmert@icemiller.com.

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

Response: There are no changes anticipated in personnel or duties that relate to the licensed program as a result of the Proposed Transaction.

- 3. Describe any changes in the organization, location, facilities, equipment, or procedures that relate to the licensed program.**

Response: There are no changes anticipated in the organization, location, facility, equipment, or procedures that relate to the licensed program as a result of the Proposed Transaction.

- 4. Describe the status of the surveillance program (surveys, wipe tests, quality control) at the present time and the expected status at the time that control is to be transferred.**

Response: There are no changes anticipated in the status of the surveillance program as a result of the Proposed Transaction.

- 5. 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: All records concerning the safe and effective decommissioning of the Hospital will be transferred to Buyer as a result of the Proposed Transaction.

- 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 will abide by all constraints, conditions, requirements, and commitments of Seller currently in place with respect to the licensed program.

ORIGIN ID:RNCA (615) 244-2582
PAIGE MILLER
BRADLEY ARANT BOULT CUMMINGS LLP
1600 DIVISION STREET
SUITE 700
NASHVILLE, TN 37203
UNITED STATES US

SHIP DATE: 21DEC15
ACTWGT: 0.50 LB
CAD: 103944845/WSX12750

BILL SENDER

TO

U.S. NRC REGION III
2443 WARRENSVILLE ROAD, SUITE 210
MATERIALS LICENSING BRANCH
LISLE IL 60532

539J11306J100

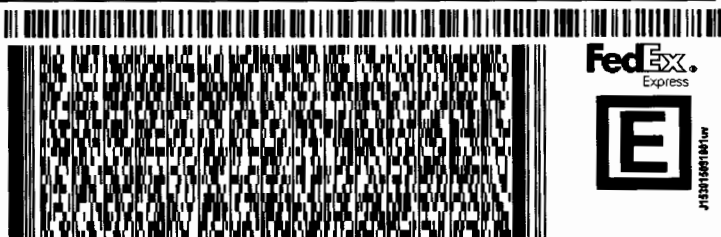
(615) 252-3578

REF: 020304-302176-01015

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FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).