

Filing of Notice

Notice to the Attorney General of intent to acquire or dispose of the assets of a hospital under the provisions of Article 15 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated shall be submitted in writing and shall be delivered by hand or by mail to the following address:

Georgia Department of Law
Business and Finance Section
Division 2
40 Capitol Square, SW
Atlanta, Georgia 30334-1300

The notice shall be deemed to be filed with the Attorney General when the notice is received at the above address. A conformed copy of the notice or of the transmittal letter accompanying the notice, together with a self-addressed, postage prepaid envelope, may be submitted with the notice to be marked or stamped with the date received and returned to the sender.

Incomplete or insufficient notices shall be deemed to be filed when an amended or corrected notice is received at the above address.

Instructions

1. All notices to the Attorney General of intent to acquire or dispose of the assets of a hospital under the provisions of Article 15 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated shall be prepared in accordance with the attached form. Notice forms are available on 3.5 inch high density computer diskette and may be requested from the Georgia Department of Law at the above address.
2. All information requested by the notice must be set forth in the notice or on attached additional sheets if necessary. Except where expressly so provided, information shall not be provided by reference to other documents.
3. All information and documents attached to the notice must be bound and referenced separately.
4. If any of the information or documents set forth or identified in the notice are changed, amended or modified after the date of the notice, the Seller and Purchaser shall furnish the Attorney General with a true and correct copy of the changed, amended or modified information or document within two (2) days after such change, amendment or modification has been made. The time for review of the notice by the Attorney General shall be extended for a period of time equal to the period of time from the date of the filing of the notice to the date of the filing of the changed, amended or modified information or document.

Public Interest

The disclosure of the information required by the attached form of notice has been determined by the Attorney General to be in the public interest in accordance with the provisions of Section 31-7-402(b) of the Official Code of Georgia Annotated.

Revisions

The attached form of notice may be revised from time to time by the Attorney General. Each such revision shall be dated and numbered sequentially.

Notice to Attorney General of intent to acquire or dispose of assets of a hospital under the provisions of article 15 of chapter 7 of title 31 of the official code of Georgia annotated

_____ and _____, as Seller and Purchaser, respectively, hereby notify the Attorney General of intent to dispose of and acquire certain assets of a hospital under the provisions of Article 15 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated. This notice is given not less than ninety (90) days prior to the consummation of the proposed transaction.

I. Definitions

In addition to the words and terms defined at Section 31-7-400 of the Official Code of Georgia Annotated, the following words and terms shall have the meaning so designated.

1. "Acquisition agreement" means the agreement between the Seller and the Purchaser for the acquisition and disposition of certain assets of a hospital.
2. "Hospital Assets" mean that certain property and rights of a hospital to be disposed of by the Seller and acquired by the Purchaser.
3. "Person" means an individual, a corporation, a partnership, a limited liability company, a joint venture, a foundation, an association, a trust or any other legal entity.
4. "Purchaser" means the acquiring entity as defined at Section 31-7-400 (1) of the Official Code of Georgia Annotated. Without limitation of the foregoing, the word "Purchaser" shall expressly include a lessee.
5. "Seller" means the nonprofit corporation which will dispose of the assets. Without limitation of the foregoing, the word "Seller" shall expressly include a lessor.

II. Information

1. Name of Seller:
2. Name of Purchaser:
3. Name of other parties to the transaction:
4. Brief description of the hospital assets:
5. The price for the acquisition of the hospital assets:
6. How the acquisition cost is to be paid (e.g., cash, stock transfer, promissory note):
7. Date transaction is scheduled to be closed:
8. Brief description of the assets of Seller:
9. Brief description of the liabilities of Seller:
10. Method of conveyance (e.g. sale, lease, other):
11. County in which the main campus of the hospital is located:
12. Brief description of the terms of the acquisition agreement:
13. Description of current healthcare services provided by Seller:
14. Description of healthcare services to be provided by Purchaser with the hospital assets after the acquisition:
15. Description of the geographic area currently served by the hospital:

16. Brief description of the terms of all agreements related to the acquisition agreement, including, without limitation, leases, rental agreements, license agreements, management contracts and service contracts (describe each related agreement separately):
17. Brief description of the process used by Seller to select the purchaser of the hospital assets and identification of all persons who expressed an interest in acquiring the hospital assets:
18. Brief description of any Certificate of Need applications filed by Seller with the State Health Planning Agency in the immediately preceding three years:
19. Brief description of any strategic plan proposed by the Purchaser for the hospital:
20. Description of the hospital's payor, case and procedure mix.

III. **Attachments**

1. A true and correct copy of the acquisition agreement is attached as Exhibit _____.
2. True and correct copies of all lease agreements related to the acquisition agreement are attached as Exhibit(s) _____.
3. True and correct copies of all rental agreements related to the acquisition agreement are attached as Exhibit(s) _____.
4. True and correct copies of all license agreements related to the acquisition agreement are attached as Exhibit (s) _____.
5. True and correct copies of all management contracts related to the acquisition agreement are attached as Exhibit(s) _____.
6. True and correct copies of all service contracts related to the acquisition agreement are attached as Exhibit(s) _____.
7. True and correct copies of all debt obligations of Seller or any related entities are attached as Exhibit(s) _____.
8. True and correct copies of all valuations of the hospital or the hospital assets which have been prepared in the preceding thirty-six month period are attached as Exhibit(s) _____.
9. True and correct copies of all engagement letter(s) between Seller and its financial advisor, valuation consultant and any other consultants involved in the transaction process are attached as Exhibit(s) _____.
10. A counterpart original of a financial and economic analysis and report which addresses each of the criteria set forth at Section 31-7-406 of the Official Code of Georgia Annotated and which has been prepared by a consultant or expert retained by Seller is attached as Exhibit _____.
11. A true and correct copy of the articles of incorporation and of all amendments to the articles of incorporation of Seller are attached as Exhibit (s) _____.
12. A true and correct copy of the bylaws and of all amendments to the bylaws of Seller are attached as Exhibit(s) _____.
13. True and correct copies of the articles of incorporation and of all amendments to the articles of incorporation of all entities and foundations related to Seller are attached as Exhibit(s) _____.

14. True and correct copies of the bylaws and of all amendments to the bylaws of all entities and foundations related to Seller are attached as Exhibit(s) _____.
15. True and correct copies of all donative documents reflecting the purposes of gifts of more than \$100,000.00 in value by donors to Seller or to any related entities or foundations for or on behalf of the hospital are attached as Exhibit(s) _____.
16. True and correct copies of all documents pertaining to the acquisition and disposition of the hospital assets, including those documents which are included as schedules or exhibits to the acquisition agreement and any related agreements between Seller and Purchaser are attached as Exhibit(s) _____.
17. True and correct copies of the audited financial statements of Seller for the current fiscal year and for each of the four preceding fiscal years are attached as Exhibit(s) _____.
18. A true and correct copy of any unaudited financial statement of Seller for the interim period from the date of Seller's last audited financial statement to the end of Seller's most recent fiscal quarter is attached as Exhibit _____.
19. True and correct copies of the audited financial statements of Purchaser for the current fiscal year and for each of the four preceding fiscal years are attached as Exhibit(s) _____.
20. A true and correct copy of any unaudited financial statement of Purchaser for the interim period from the date of Purchaser's last audited financial statement to the end of Purchaser's most recent fiscal quarter is attached as Exhibit _____.
21. A list of any actual or contingent liabilities to be retained by Seller after the closing date of the transaction is attached as Exhibit _____.
22. A list of any actual or contingent liabilities to be assumed by Purchaser after the closing date of the transaction is attached as Exhibit _____.
23. A list of any non-operating assets associated with Seller is attached as Exhibit _____.
24. True and correct copies of any requests to the Internal Revenue Service for rulings or determinations attendant to the transaction or pertaining to Seller's tax exempt status and any responses of the Internal Revenue Service to such requests are attached as Exhibit(s) _____.
25. True and correct copies of the federal tax forms filed by Seller with the Internal Revenue Service for the current fiscal year and for each of the two preceding fiscal years are attached as Exhibit(s) _____.
26. A pro forma balance sheet for any successor nonprofit entity to Seller is attached as Exhibit _____.
27. A current organization chart of the hospital is attached as Exhibit _____.
28. True and correct copies of the hospital's capital budget for the current fiscal year and for each of the two preceding fiscal years are attached as Exhibit(s) _____.

29. True and correct copies of the minutes of all meetings of the governing board of Seller at which the transaction was discussed or approved are attached as Exhibit(s) _____.
30. True and correct copies of all requests for proposals or bids sent by Seller to any potential purchaser and all responses to such requests are attached as Exhibit(s) _____.
31. True and correct copies of the hospital's operating budget for the current fiscal year and for each of the two preceding fiscal years are attached as Exhibit(s) _____.
32. True and correct copies of all community benefit reports prepared by Seller are attached as Exhibit(s) _____.
33. True and correct copies of all indigent care reports filed by Seller with the State Health Planning Agency in the immediately preceding three years are attached as Exhibit(s) _____.
34. True and correct copies of medicare cost reports for each of the two preceding years are attached as Exhibit(s) _____.

The Seller or the Purchaser may attach any other information pertinent to the transaction which the Seller or the Purchaser wants the Attorney General to review. All such information should be marked as an Exhibit.

IV. Payment

Enclosed with this notice and as required by Section 31-7-402(c) of the Official Code of Georgia Annotated is a cashiers check made payable to the STATE OF GEORGIA in the amount of \$50,000.00.

V. Certification

1. Except for those governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of the Seller in the following form.

I, _____, a member of the governing board of the Seller, hereby certify under oath that except as hereinafter specifically set forth, I am not as of the date of this notice, and I shall not become at any time within thirty-six (36) months following the closing date of the transaction, a member or shareholder in, or officer, employee, agent or consultant of, the Purchaser. I further certify under oath that except as hereinafter specifically set forth, I will not derive any compensation or benefits, directly or indirectly, from the Purchaser or from any person related to the Purchaser in connection with or as a result of

the disposition of the assets.

(List all exceptions; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed

before me this _____ day

of _____, 20__.

NOTARY PUBLIC

My commission expires:

2. Enclosed with this notice is a certification of the chief executive officer of the Seller in the following form:

I, _____, the chief executive officer of the Seller, hereby certify under oath that except as hereinafter specifically set forth, I am not as of the date of this notice, and I shall not become at any time within thirty-six (36) months following the closing date of the transaction, a member or shareholder in, or officer, employee, agent, or consultant of, the Purchaser. I further certify under oath that except as hereinafter specifically set forth, I will not derive any compensation or benefits, directly or indirectly, from the Purchaser or from any person related to the Purchaser in connection with or as a result of the disposition of the assets.

(List all exceptions; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC
My commission expires:

3. Except for those governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of each nonprofit corporation that holds membership, stock, or a controlling interest in the Seller, in the following form.

I, _____, a member of the governing board of _____, which holds _____ in the Seller, hereby certify under oath that except as hereinafter specifically set forth, I am not as of the date of this notice, and I shall not become at any time within thirty-six (36) months following the closing date of the transaction, a member or shareholder in, or officer, employee, agent, or consultant of, the Purchaser. I further certify under oath that except as hereinafter specifically set forth, I will not derive any compensation or benefits, directly or indirectly, from the Purchaser or from any person related to the Purchaser in connection with or as result of the disposition of the assets.

(List all exceptions; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

4. Enclosed with this notice is a certification of the chief executive officer of each nonprofit corporation that holds membership, stock, or a controlling interest in the Seller, in the following form.

I, _____, the chief executive officer of _____, which holds _____ in the Seller, hereby certify under oath that except as hereinafter specifically set forth, I am not as of the date of this notice, and I shall not become at any time within thirty-six (36) months following the closing date of the transaction, a member or shareholder in, or officer, employee, agent, or consultant of, the Purchaser. I further certify under oath that except as hereinafter specifically set forth, I will not derive any compensation or benefits, directly or indirectly, from the Purchaser or from any person related to the Purchaser in connection with or as result of the disposition of the assets.

(List all exceptions; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

5. Except for the governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of the Seller in the following form.

I, _____, a member of the governing board of the Seller, hereby certify under oath that except as hereinafter specifically set forth, neither I, nor any member of my family, nor any business in which I or any member of my family owns a financial interest, hold any financial interest in any business which

- a. Within twelve (12) months immediately preceding the date of this notice sold products, property interests or services to the Seller; or
- b. Within twelve (12) months immediately preceding the date of this notice sold, or within thirty-six (36) months after the closing date of the transaction may sell, products, property interests or services to the Purchaser.

(List all exceptions and attach true and correct copies of any contracts for the sale of any products, property interests or services pertaining to the exception; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

6. Except for those governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of the Seller in the following form.

I, _____, a member of the governing board of the Seller, hereby certify under oath the following:

- a. The Seller has received fair market value for the disposition of the assets (or, in the case of a proposed disposition to a not-for-profit Purchaser or a hospital authority, the Seller has received an enforceable commitment of fair and reasonable community benefits for the disposition of the assets);
- b. The market value of the assets has not been manipulated to decrease their value;
- c. The terms of the transaction are fair and reasonable to the Seller;
- d. The transaction is authorized by the Seller's governing documents and is consistent with the intent of any major donors who have contributed over \$100,000.00 to the Seller;
- e. The proceeds from the disposition of the assets will be used solely in a manner consistent with the charitable purposes of the Seller and will not be used, directly or indirectly, to benefit the Purchaser; and
- f. The transaction will not adversely affect the availability or accessibility of health care services in the county in which the main campus of the hospital is located.

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

7. Enclosed with this notice is a certification of the chief executive officer of the Seller in the following form.

I, _____, the chief executive officer of the Seller, hereby certify under oath that except as hereinafter specifically set forth, neither I, nor any member of my family, nor any business in which I or any member of my family owns a financial interest, hold any financial interest in any business which

- a. Within twelve (12) months immediately preceding the date of this notice sold products, property interests or services to the Seller; or
- b. Within twelve (12) months immediately preceding the date of this notice sold, or within thirty-six (36) months after the closing date of the transaction may sell, products, property interests or services to the Purchaser.

(List all exceptions and attach true and correct copies of any contracts for the sale of any products, property interests or services pertaining to the exception; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

8. Enclosed with this notice is a certification of the chief executive officer of the Seller in the following form.

I, _____, the chief executive officer of the Seller, hereby certify under oath the following:

- a. The Seller has received fair market value for the disposition of the assets (or, in the case of a proposed disposition to a not-for-profit Purchaser or a hospital authority, the Seller has received an enforceable commitment of fair and reasonable community benefits for the disposition of the assets);
- b. The market value of the assets has not been manipulated to decrease their value;
- c. The terms of the transaction are fair and reasonable to the Seller;
- d. The transaction is authorized by the Seller's governing documents and is consistent with the intent of any major donors who have contributed over \$100,000.00 to Seller;
- e. The proceeds from the disposition of the assets will be used solely in a manner consistent with the charitable purposes of the Seller and will not be used, directly or indirectly, to benefit the Purchaser; and
- f. The transaction will not adversely affect the availability or accessibility of health care services in the county in which the main campus of the hospital is located.

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

9. Except for the governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of each nonprofit corporation that holds membership, stock or a controlling interest in the Seller, in the following form.

I, _____, a member of the governing board of _____, which holds _____ in the Seller, hereby certify under oath that except as hereinafter specifically set forth, neither I, nor any member of my family, nor any business in which I or any member of my family owns a financial interest, hold any financial interest in any business which

- a. Within twelve (12) months immediately preceding the date of this notice sold products, property interests or services to the Seller; or
- b. Within twelve (12) months immediately preceding the date of this notice sold, or within thirty-six (36) months after the closing date of the transaction may sell, products, property interests or services to the Purchaser.

(List all exceptions and attach true and correct copies of any contracts for the sale of any products, property interests or services pertaining to the exception; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

10. Except for those governing board members who voted to oppose the proposed disposition, enclosed with this notice is a certification of each member of the governing board of each nonprofit corporation that holds membership, stock or a controlling interest in the Seller, in the following form.

I, _____, a member of the governing board of _____, which holds _____ in the Seller, hereby certify under oath the following:

- a. The Seller has received fair market value for the disposition of the assets (or, in the case of a proposed disposition to a not-for-profit Purchaser or a hospital authority, the Seller has received an enforceable commitment of fair and reasonable community benefits for the disposition of the assets);
- b. The market value of the assets has not been manipulated to decrease their value;
- c. The terms of the transaction are fair and reasonable to the Seller;
- d. The transaction is authorized by the Seller's governing documents and is consistent with the intent of any major donors who have contributed over \$100,000.00 to the Seller;
- e. The proceeds from the disposition of the assets will be used solely in a manner consistent with the charitable purposes of the Seller and will not be used, directly or indirectly, to benefit the Purchaser; and
- f. The transaction will not adversely affect the availability or accessibility of health care services in the county in which the main campus of the hospital is located.

Name: _____

Title: _____

Sworn to and subscribed before me this ____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

11. Enclosed with this notice is a certification of the chief executive officer of each nonprofit corporation that holds membership, stock or a controlling interest in the Seller, in the following form.

I, _____, the chief executive officer of _____, which holds _____ in the Seller, hereby certify under oath that except as hereinafter specifically set forth, neither I, nor any member of my family, nor any business in which I or any member of my family own a financial interest, hold any financial interest in any business which

- a. Within twelve (12) months immediately preceding the date of this notice sold products, property interests or services to the Seller; or
- b. Within twelve (12) months immediately preceding the date of this notice sold, or within thirty-six (36) months after the closing date of the transaction may sell, products, property interests or services to the Purchaser.

(List all exceptions and attach true and correct copies of any contracts for the sale of any products, property interests or services pertaining to the exception; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

12. Enclosed with the notice is a certification of the chief executive officer of each nonprofit corporation that holds membership, stock or a controlling interest in the Seller in the following form.

I, _____, the chief executive officer of _____, which holds _____ in the Seller, hereby certify under oath the following:

- a. The Seller has received fair market value for the disposition of the assets (or, in the case of a proposed disposition to a not-for-profit Purchaser or a hospital authority, the Seller has received an enforceable commitment of fair and reasonable community benefits for the disposition of the assets);
- b. The market value of the assets has not been manipulated to decrease their value;
- c. The terms of the transaction are fair and reasonable to the Seller;
- d. The transaction is authorized by the Seller's governing documents and is consistent with the intent of any major donors who have contributed over \$100,000.00 to the Seller;
- e. The proceeds from the disposition of the assets will be used solely in a manner consistent with the charitable purposes of the Seller and will not be used, directly or indirectly, to benefit the Purchaser; and
- f. The transaction will not adversely affect the availability or accessibility of health care services in the county in which the main campus of the hospital is located.

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

13. Enclosed with this notice is a certification of the consultant or expert retained by the Seller to prepare a financial and economic analysis of the proposed transaction in the following form.

I, _____, a consultant or expert retained by the Seller to prepare a financial and economic analysis of the proposed transaction, hereby certify under oath that except for the analysis so prepared and as hereinafter specifically set forth, neither I, nor any member of my family, nor any business in which I or any member of my family owns a financial interest, hold any financial interest in any business which

- a. Within twelve (12) months immediately preceding the date of this notice sold products, property interests or services to the Seller; or
- b. Within twelve (12) months immediately preceding the date of this notice sold, or within thirty-six (36) months after the closing date of the transaction may sell, products, property interests or services to the Purchaser.

(List all exceptions and attach true and correct copies of any contracts for the sale of any products, property interests or services pertaining to the exception; if no exceptions, state "No Exceptions")

Name: _____

Title: _____

Sworn to and subscribed
before me this _____ day
of _____, 20__.

NOTARY PUBLIC

My commission expires:

The Seller and the Purchaser have each authorized this notice to be given by their respective undersigned officers.

SELLER

By: _____
(Printed Name)
(Title)

PURCHASER

By: _____
(Printed Name)
(Title)