

**TENNESSEE ATTORNEY GENERAL AND REPORTER'S
REQUEST FOR INFORMATION FORM FOR CERTAIN PUBLIC
BENEFIT HOSPITAL TRANSACTIONS**

PLEASE CAREFULLY REVIEW THE INSTRUCTIONS AND DEFINITIONS FORM (TNPC1) PRIOR TO COMPLETING THIS FORM.

1. **Name of Public Benefit Hospital Filing this Notice.** Identify the Public Benefit Hospital (including its Federal Employer Identification Number (FEIN)) filing notice pursuant to the Hospital Act:

*Mountain States Health Alliance
FEIN: 62-0476282*

2. **Contact Person for Public Benefit Hospital.** Provide the full legal name, title, address, telephone, e-mail and facsimile number for the contact person responsible for completing this Request for Information Form (this individual will also receive any requests for additional information for documents):

*Timothy S. Belisle
Senior Vice President, Compliance Officer and General Counsel
303 Med Tech Parkway, Suite 347
Johnson City, TN 37604
Telephone: (423) 302-3394
Facsimile: (423) 926-5013
E-Mail: belislets@msha.com*

3. **Directors and Officers.** Identify by full legal name and title each and every director and officer of the Public Benefit Hospital, historical and current. If any director or officer has been removed or resigned during the period covered by this Request for Information, please so indicate and provide the reasons for such removal or resignation.

Please see response attached to following page.

MOUNTAIN STATES HEALTH ALLIANCE
BOARD OF DIRECTORS

FY 2015	FY 2016	FY 2017
Barbara Bassett Allen (Chair) (Term 2012 -2015)	Barbara Bassett Allen (Chair) (Term 2015 -2018)	Barbara Bassett Allen (Chair) (Term 2015 -2018)
Sandra Kaye Brooks, M.D. (Term 2014 -2016)	Sandra Kaye Brooks, M.D. (Term 2014 -2016)	Sandra Kaye Brooks, M.D. (Term 2014 -2017) (Ms. Brooks' Board term was extended by one year through FY 17 to provide board continuity through closing of the Transaction)
Michael Tod Christian (Treasurer) (Term 2012 -2015)	Michael Tod Christian (Treasurer) (Term 2015 -2018)	Michael Tod Christian (Treasurer) (Term 2015 -2018)
Jeff Richard Farrow, M.D. (Term 2013 -2016)	Jeff Richard Farrow, M.D. (Term 2013 -2016) Mr. Farrow resigned from the Board by letter effective June 8, 2016, after multiple terms of service on the Board, citing a desire to devote more time to personal interests.	
Robert Lloyd Feathers (Vice Chair) (Term 2012 -2015)	Robert Lloyd Feathers (Vice Chair) (Term 2015 -2018)	Robert Lloyd Feathers (Vice Chair) (Term 2015 -2018)
J. Thomas Fowlkes (Term 2012 - 2015) Mr. Fowlkes resigned from the Board by letter effective August 5, 2015, citing increasing personal and other business conflicts that would no longer permit him to devote the necessary time to the MSHA Board.		
Linda Robinson Garceau (Term 2012 -2015)	Linda Robinson Garceau (Term 2015 -2018)	Linda Robinson Garceau (Term 2015 -2018)
Joanne W. Gilmer (Secretary) (Term 2013 -2016)	Joanne W. Gilmer (Secretary) (Term 2013 -2016)	Joanne W. Gilmer (Secretary) (Term 2016 -2019)

Mountain States Health Alliance, Continuation to Request #3

FY 2015	FY 2016	FY 2017
Alan Morris Levine (Ex-Officio)	Alan Morris Levine (Ex-Officio)	Alan Morris Levine (Ex-Officio)
David Paul May, M.D. (Ad-hoc Physician Rep) (<i>Term 2013 - 2016</i>)	David Paul May, M.D. (Ad-hoc Physician Rep) (<i>Term 2013 - 2016</i>)	David Paul May, M.D. (Ad-hoc Physician Rep) (<i>Term 2016 - 2017</i>)
		David F. Moulton II, M.D. (<i>Term 2016 -2019</i>)
Gary Lee Peacock (<i>Term 2014 - 2017</i>)	Gary Lee Peacock (<i>Term 2014 - 2017</i>)	Gary Lee Peacock (<i>Term 2014 - 2017</i>)
Rick Kent Storey (<i>Term 2013 - 2016</i>)	Rick Kent Storey (<i>Term 2013 - 2016</i>)	Rick Kent Storey (<i>Term 2016 - 2019</i>)
Clem Cabell Wilkes, Jr. (Past Chair) (<i>Term 2014 -2017</i>)	Clem Cabell Wilkes, Jr. (Past Chair) (<i>Term 2014 -2017</i>)	Clem Cabell Wilkes, Jr. (Past Chair) (<i>Term 2014 -2017</i>)

MOUNTAIN STATES HEALTH ALLIANCE
OFFICERS

Senior Leadership Team

FY 2015	FY 2016	FY 2017
Alan Morris Levine, President and CEO	Alan Morris Levine, President and CEO	Alan Morris Levine, President and CEO
Marvin Herbert Eichorn, Executive Vice President, Chief Operating Officer, Corporate Treasurer	Marvin Herbert Eichorn, Executive Vice President, Chief Operating Officer, Corporate Treasurer	Marvin Herbert Eichorn, Executive Vice President, Chief Operating Officer, Corporate Treasurer
Dr. Morris Halden Seligman, Executive Vice President & Chief Medical Officer	Dr. Morris Halden Seligman, Executive Vice President & Chief Medical Officer	Dr. Morris Halden Seligman, Executive Vice President & Chief Medical Officer
Anthony Edward “Tony” Keck, Senior Vice President, Development and Innovation	Anthony Edward “Tony” Keck, Senior Vice President, Development and Innovation	Anthony Edward “Tony” Keck, Senior Vice President, Development and Innovation
Mary Lynn Krutak, Senior Vice President and Chief Financial Officer	Mary Lynn Krutak, Senior Vice President and Chief Financial Officer	Mary Lynn Krutak, Senior Vice President and Chief Financial Officer
Timothy Scott Belisle, Senior Vice President, Corporate Compliance and General Counsel	Timothy Scott Belisle, Senior Vice President, Corporate Compliance and General Counsel	Timothy Scott Belisle, Senior Vice President, Corporate Compliance and General Counsel

4. **Organizational Documents.** Attach as Appendix A all organizational documents relating to the Public Benefit Hospital filing this Request. Include organizational documents for all Affiliates. For the purposes of this Request, “organizational documents” means the charter, articles of incorporation, bylaws, or any other governing document of the Public Benefit Hospital, and any and all amendments to each such governing document.
5. **Name of Acquirer.** Identify the proposed Acquirer (including its Federal Employer Identification Number (FEIN)). Include in your response the identity of any Affiliate of the Acquirer.

Newco, Inc.

FEIN: 61-1771290

Affiliates: None

The Parties have agreed that the name of Newco will be changed to “Ballad Health,” which change will be reflected in the amended Articles of Incorporation of Ballad Health that will be adopted upon the closing of the Transaction.

6. **Contact Person for Acquirer.** Provide the full legal name, title, address, telephone, and facsimile number of the contact person for the Acquirer.

Alan Levine, President, Newco, Inc.

President & CEO

Mountain States Health Alliance

303 Med Tech Parkway, Suite 300

Johnson City, TN 37604

Telephone: (423) 302-3423

Facsimile: (423) 302-3446

E-Mail: levineam@msha.com

Bart Hove, Secretary/Treasurer, Newco, Inc.

President & CEO

Wellmont Health System

1905 American Way

Kingsport, TN 37660

Telephone: (423) 230-8219

Facsimile: (423) 230-8224

E-Mail: bart.hove@wellmont.org

7. **Organizational Documents of Acquirer.** Attach as Appendix B copies of all organizational documents relating to the Acquirer identified in Request 6. See definition of “organizational documents” in Request 4.
8. **Value of Public Benefit Hospital Assets.** What is the aggregate approximate value of the Public Benefit Hospital’s assets to be acquired in the Transaction or held by the Public Benefit Hospital to be dissolved?

Because the Transaction is being structured as a combination of two entities and will not involve a sale of assets, transfer of funds or the payment of a purchase price, the parties have not prepared external valuations of either hospital system as a whole. The aggregate book value of all of Mountain States Health Alliance’s assets as reflected on its unaudited consolidated balance sheet as of September 30, 2016 was approximately \$2.0 billion, which includes current assets of approximately \$315 million, investments and other limited assets of approximately \$645 million, and PP&E, net of depreciation, of approximately \$824 million. Certain of these assets are encumbered by Mountain States’ outstanding indebtedness, which would be taken into account in any third-party valuation.

9. **Description of Transaction.** Attach as Appendix C a detailed description of the Transaction, including a detailed explanation of what is to be acquired by the Acquirer, what is to be retained by the Public Benefit Hospital, and plans for the resulting funds to be received by the Public

Benefit Hospital. This should also include an analysis of the purchase price, based upon the Public Benefit Hospital's interpretation of the letter of intent or definitive contract. The analysis should begin with the Public Benefit Hospital's balance sheet, should consider the impact of any fund balances and/or liabilities to be retained by the resulting foundation, and end with a resulting fund balance for the proposed foundation to be created. This analysis should include reasonable estimates for any proposed purchase price adjustments called for in the letter of intent or definitive agreement. The objective of this analysis is to enable the Office of the Attorney General and Reporter to understand the pricing of the Transaction and the capitalization of any resulting foundation.

If the Transaction is dissolution, include a detailed explanation of the purpose of the dissolution and how the Public Benefit Hospital's assets will be distributed.

10. **Description of Negotiations of the Transaction.** Attach as Appendix D a detailed description of all discussions and negotiations between the Public Benefit Hospital and the Acquirer resulting in the Transaction. This response should include a summary outline in date sequence of any and all meetings held with the following parties with respect to the Transaction:
 - a. With the Public Benefit Hospital's financial advisors, investment bankers or other Experts related to the Transaction (including, but not limited to, management, committees of the board of directors or meetings of the full board);
 - b. With prospective purchasers, networkers, merging partners of the Public Benefit Hospital (or substantially all of the Public Benefit Hospital), together with a brief summary of the results of such meetings;
 - c. With the Acquirer; and
 - d. With other parties deemed significant to the Transaction (including, but not limited to, outside Experts or other consultants).

11. **Closing Date.** What is the expected date of closing of the Transaction?

The closing of the Transaction is anticipated to occur during the First Quarter of 2017.

12. **Governmental Filings.** Attach as Appendix E all government filings with respect to the Transaction, including all amendments, appendices, and attachments, and each report or document provided to each federal, state, or local governmental entity regarding the Transaction. Include copies of forms provided to each such entity, the answers to information or questions on such forms, and each attachment submitted in connection therewith.

13. **Meetings with Governmental Officials.** Attach as Appendix F summaries of all meetings with federal, state, or local authorities regarding any filings or documents referenced in Request #12. Also, include each and every document which memorializes or discusses any and all meetings or other communications with the United States Internal Revenue Service or any other state, federal or local governmental entity in connection with the Transaction.

14. **Acquirer's Prior Acquisitions.** Identify all prior acquisitions by the Acquirer within the last three (3) years, including the following information for each:
 - a. Date of acquisition;

- b. Entity from which assets were acquired, and whether such entity was a Public Benefit Hospital or other nonprofit corporation;
- c. City/State;
- d. Brief Description;
- e. Purchase Price; and
- f. Form of Consideration.

Not applicable – There have been no prior acquisitions by Newco, Inc.

- 15. **Letters of Intent.** Attach as Appendix G any and all drafts and final versions of any and all letters of intent, confidentiality agreements, or other documents initiating negotiations, contact, or discussions between the Acquirer and the Public Benefit Hospital.
- 16. **Contracts or Purchase Agreements.** Attach as Appendix H any and all drafts and final versions of asset purchase agreements, contracts or agreements to purchase assets from the Public Benefit Hospital by the Acquirer. Your response must also include any attachments, amendments, schedules, or appendices to such agreements.
- 17. **Fairness Opinions.** Attach as Appendix I any and all fairness opinions analyzing the Transaction along with any supplemental analyses prepared by the Public Benefit Hospital or its Experts. Include in your response the name of the company and the person(s) who prepared the opinion, their business telephone numbers and addresses, the agreement or engagement letter with such company or person, and background information regarding the company or person's qualifications.
- 18. **Meeting Minutes and Other Information.** Attach as Appendix J the following documents with respect to each meeting, whether regular, special, or otherwise, of the board of directors or board of trustees for the Public Benefit Hospital:
 - a. Announcements and the persons to whom the announcements were sent;
 - b. Agenda;
 - c. Minutes and/or resolutions of the board of directors or board of trustees for each of the Public Benefit Hospital and the Acquirer which reflect or discuss the Transaction, including those regarding the final vote;
 - d. Each written report or document provided to the board or board members, including, but not limited to, each committee report and each Expert's report;
 - e. Each proposal or document referencing or regarding possible or actual sale, merger, acquisition, dissolution, or distribution of assets of the Public Benefit Hospital;
 - f. Each presentation to the board or any committee to the board; and g. Each attachment to (a) through (f).
- 19. **Valuation Information.** Attach as Appendix K each appraisal (with each attachment), evaluation (with each attachment), and similar document (with each attachment) concerning the valuation during the last three (3) fiscal years of the Public Benefit Hospital, its assets, its properties, their worth as a going concern, their fair market value, or their price for sale. Explain how the Public Benefit Hospital determined that the Transaction represents fair market value for the assets of the Public Benefit Hospital.

This Request shall include, but not be limited to, any appraisals of the common stock of any for-profit subsidiaries of the Public Benefit Hospital, any appraisals of the value of any for-profit subsidiaries of the Public Benefit Hospital, and any real estate appraisals involving property held by the Public Benefit Hospital.

20. **Information Regarding Other Offers.** Attach as Appendix L minutes, reports, letters, memoranda, and other documents (and attachments to each) concerning any negotiation, proposal, or sale either initiated or received by the Public Benefit Hospital regarding a sale of all or substantially all of its assets, a merger, a joint venture, a combination, an arrangement, a partnership, an acquisition, an alliance, an affiliation, or a networking relationship, and the dollar value of each such Transaction.
21. **Mission Statement.** Attach as Appendix M any and all mission statements of the Public Benefit Hospital.
22. **Press Releases and Related Information.** Attach as Appendix N any and all press releases, newspaper articles, radio transcripts, audiotapes and videotapes of any television commercials or reports regarding the Transaction and any other offers identified in Request #21.
23. **Financial Records.** Attach as Appendix O all of the following for the last three (3) fiscal years for both the Public Benefit Hospital and the Acquirer, unless otherwise indicated:
 - a. Audited and unaudited financial statements. Audits are sometimes presented in abbreviated form or in fuller form, with detailed supplements. Provide the most detailed form of your audit that is available;
 - b. Consolidating statements (balance sheets and income statements for each fiscal year);
 - c. If separate audited financial statements are prepared for any Affiliates, please provide those audits, together with comparative year-to-date financial statements for each such Affiliated;
 - d. Each balance sheet, income statement, profit and loss statement, statement of change in financial position of the above-named parties, any entity or company they control, operate, manage, or are affiliated with;
 - e. A detailed schedule of operating expenses, unless already provided with the audits;
 - f. An analysis (aging) of accounts receivable by major category of receivables as of the most recent month-end available, indicating the amounts ultimately considered collectable by the parties;
 - g. Debts, liens, security interests, mortgages, or other interests of any kind in the assets of the Public Benefit Hospital, including amounts outstanding, the Person to whom the underlying obligation is owed, and whether such Person has participated in decision-making in any way with respect to the Transaction;
 - h. Management compensation (salary, bonus, other benefits) for the five (5) officers of the Public Benefit Hospital receiving the greatest amount of compensation;
 - i. Identify any material off-balance sheet assets or liabilities (*i.e.*, any assets or liabilities not reflected on the most recent audited financial statements) and provide documentation concerning such assets or liabilities. Examples of such items would include a significant under- or over-funding in the pension plan or a current litigation judgment not reflected in the most recent audit;

- j. Identify all accounting firms, including the name, address, and telephone number of the accountant(s) primarily responsible for accounting and auditing of the above-named parties; and
 - k. Form 990s or other tax returns.
24. **Foundation Issues.**
- a. Attach as Appendix P the detailed written plan of the preservation, protection, and use of any and all proceeds from the dissolution of the Public Benefit Hospital, or the sale to or merger with the Acquirer. State and fully explain whether any money, property, or proceeds resulting from the Transaction or the operation of the foundation will benefit any director, officer or for-profit person or entity, directly or indirectly. The detailed plan shall include bylaws, a conflict of interest statement, a defined mission, the proposed investment policy, and granting procedures.
 - b. Attach as Appendix Q proof that any asset purchase agreement or other contract, by whatever name, does not incorporate or place any restrictions which any for-profit entity may place on the use of charitable or nonprofit funds and any other funds or property, either now or in the future, by any foundation created or endowed to preserve, disburse, or protect the funds.
 - c. Attach as Appendix R a report indicating, showing, explaining, and discussing the properties and assets, whether cash, securities, intangible property, and all other property (listing each encumbrance), available for charitable purposes before and after the Transaction and showing or discussing what entity or person will control, manage, operate, deploy, and use the charitable or nonprofit properties or assets. Include in your response the full legal name, title, business address, and telephone number of the individual preparing said report.
25. **Existing Foundations or Restricted Donations.** Attach as Appendix S any and all documents reflecting any existing foundations or other restricted donations, including, but not limited to, trusts that are designated or intended to benefit the Public Benefit Hospital. Include a detailed statement setting forth your intention with regard to such restricted donations.
26. **Conflicts of Interest, Self-Interest, and Self-Dealing Issues.**
- a. Attach as Appendix T an affidavit for each officer and director of the Public Benefit Hospital using Form TNPC4, pages 1 - 5.
 - b. Attach as Appendix U any and all documents reflecting any possible conflict of interest, self-interest, or self-dealing of any board member, officer, or director in connection with the Transaction. Such documents shall include evidence of any disclosures or other curative measures taken by the board and any documents suggesting or referencing financial or employment incentives or inducements offered to any board member, director or officer.
 - c. Attach as Appendix V each memorandum, report, letter, or other document suggesting or referencing any employment or position (actual or possible) with the Acquirer for any officer or director of the Public Benefit Hospital after the Transaction is completed, as well as any assets, funds, annuity, deferred compensation or other economic or tangible benefit to be provided, whether or not in exchange for services rendered or to be rendered to the Public Benefit Hospital or the Acquirer.
27. **Persons Involved in Decision Making or Planning.** Attach as Appendix W a list of the full legal names, titles, addresses, and telephone numbers of each and every officer, director,

representative, manager, executive, expert or other person having substantial input, at any phase of decision making or planning, into the decision or plan for the Transaction.

28. **Registered Agents for Service of Process.** Identify the registered agent for service of process, including his or her complete address, for the Public Benefit Hospital and for the Acquirer.

For Public Benefit Hospital:

Timothy S. Belisle, 400 N. State of Franklin Road, Johnson City, TN 37604-6035

For Acquirer:

Claire C. Haltom, 211 Commerce Street, Suite 800, Nashville, TN 37201-1817

29. **Litigation and Proceedings.**

- a. Attach as Appendix Y a summary of all litigation to which the Public Benefit Hospital and/or Acquirer was or is a party, separated by type of litigation (*e.g.*, malpractice, worker's compensation, etc.). The summary should include the case style, date of claim, status of claim, expected loss reserves, and ultimate disposition of the litigation (including damages or awards), as applicable.
- b. Attach as Appendix Z any and all complaints, pleadings, memoranda, orders, settlements, opinions, notices of investigation (including subpoenas, civil investigative demands or other requests for information), of any state, federal, local government department, court, agency, or any other governmental proceedings to which the Public Benefit Hospital and/or Acquirer was or is a party.

30. **Public Benefit Hospital Conveyance Transactions.**¹ Attach as Appendix AA a detailed analysis and explanation of the following:

- a. Whether the Public Benefit Hospital will receive full and fair market value for its charitable or social welfare assets;
- b. Whether the fair market value of the Public Benefit Hospital's assets to be transferred has been manipulated by the actions of the parties in a manner that causes the fair market value of the assets to decrease;
- c. Whether the proceeds of the Transaction will be used consistent with the trust under which the assets are held by the Public Benefit Hospital and whether the proceeds will be controlled as funds independently of the acquiring or related entities;
- d. Whether the proceeds are used by a county or municipality for general or special revenue obligations not expressly provided for when the hospital was established;
- e. Whether the proceeds will be controlled as funds independently of the acquiring or related entities; provided, however, no proceeds shall be returned to any county or municipal government except to the extent necessary to pay lawful obligations to such county or municipal government;

¹ See Tenn. Code Ann. See §48-68-206

- f. Transaction will result in a breach of fiduciary duty, including conflicts of interest related to payments or benefits to officers, directors, board members, executives and experts employed or retained by the parties;
 - g. Whether the governing body of the Public Benefit Hospital exercised due diligence in deciding to dispose of the Public Benefit Hospital's assets, selecting the Acquirer, and negotiating the terms and conditions of the disposition;
 - h. Whether the Transaction will result in private inurement to any person;
 - i. Whether healthcare providers will be offered the opportunity to invest or own an interest in the Acquirer or its affiliates, and whether procedures or safeguards are in place to avoid conflict of interest in patient referrals;
 - j. Whether the terms of any management or services contract negotiated in conjunction with the Transaction are reasonable;
 - k. Whether any foundation established to hold the proceeds of the Transaction will be broadly based in the community and be representative of the affected community, taking into consideration the structure and governance of the foundation;
31. **Effect on Availability of Healthcare Services.**² Attach as Appendix BB a detailed account of the community benefits provided by the Public Benefit Hospital, and an analysis of the impact of the Transaction on those benefits, including, but not limited to:
- a. Whether the Transaction will include sufficient safeguards to ensure access to affordable healthcare in the affected community;
 - b. Whether the Transaction will create or have the likelihood of creating an adverse effect on the access to or availability or cost of healthcare services to the community;
 - c. Whether the Acquirer has made a commitment, at least comparable to the Public Benefit Hospital, to provide healthcare to the disadvantaged, the uninsured and the underinsured, and to provide benefits to the affected community to promote improved healthcare;
 - d. Whether the Transaction will result in the revocation of hospital privileges;
 - e. Whether sufficient safeguards are included to maintain appropriate capacity for health science research and healthcare provider education; and
 - f. Whether the Transaction demonstrates that the public interest will be served considering the essential medical services needed to provide safe and adequate treatment, appropriate access and balanced healthcare delivery to the community

² See Tenn. Code Ann § 48-68-207

CERTIFICATION AND VERIFICATION AFFIDAVIT OF THE PUBLIC BENEFIT HOSPITAL

To be completed by President or Chief Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General and Reporter. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies.

I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General and Reporter, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Tennessee law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without the express written consent of the Attorney General and Reporter or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, **under penalty of perjury.**

STATE of Tennessee

County of Washington

Affiant's
Signature: *Marvin Eichorn*

Date: 12/21/16

Sworn and subscribed before me

this 21st day of December,
2016.

Michelle Malukiewicz
Notary Public

My Commission expires: 9/25/2018

Name: Marvin Herbert Eichorn
Title: Executive VP, COO, Corporate Treasurer
Address: 303 Med Tech Parkway, Suite 300 Johnson City, Tennessee 37604
Telephone Number: (423) 302-3346
Facsimile Number: (423) 302-3446



**CERTIFICATION AND VERIFICATION
AFFIDAVIT OF THE ACQUIRER**

To be completed by President or Chief Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General and Reporter. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies.

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I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, **under penalty of perjury.**

STATE of Tennessee

County of WASHINGTON

Affiant's
Signature: Alan Morris Levine

Date: 12-21-16

Sworn and subscribed before me

this 21st day of December 2016

Michelle Malukiewicz
Notary Public

My Commission expires: 9/25/2018

To be completed by Affiant:

Name: Alan Morris Levine

Title: President & CEO

Address: 303 Med Tech Parkway, Suite 300

Johnson City, TN 37604

Telephone Number: (423) 302-3423

Facsimile Number: (423) 302-3446

