

NOTICE OF CHANGE OF OWNERSHIP/CONTROL

The following notification of intent is provided pursuant to all applicable provisions of ALA. CODE § 22-21-270 (1975 as amended) and ALA. ADMIN. CODE r. 410-1-7-.04. This notice must be filed at least twenty (20) days prior to the transaction.

Change in Direct Ownership or Control (of a vested Facility; ALA. CODE §§ 22-20-271(d), (e))

Change in Certificate of Need Holder (ALA. CODE § 22-20-271(f))

Change in Facility Management (Facility Operator)

Any transaction other than those above-described requires an application for a Certificate of Need.

Part I: Facility Information

SHPDA ID Number: CON 035-P2356
(This can be found at www.shpda.alabama.gov, Health Care Data, ID Codes)

Name of Facility/Provider: HOMESTEAD HOSPICE OF SOUTHERN ALABAMA, LLC
(ADPH Licensure Name)

Physical Address: 104 CAMELLIA AVE, SUITE A,
GREENVILLE, AL 36037

County of Location: BUTLER

Number of Beds/ESRD Stations: N/A

CON Authorized Service Area (Home Health and Hospice Providers Only). Attach additional pages if necessary. BUTLER, CONECUH, ESCAMBIA, MONROE

Part II: Current Authority (Note: If this transaction will result in a change in direct ownership or control, as defined under ALA. CODE § 22-20-271(e), please attach organizational charts outlining current and proposed structures.)

Owner (Entity Name) of Facility named in Part I: HOMESTEAD HOSPICE OF SOUTHERN ALABAMA, LLC

Mailing Address: 10888 CRABAPPLE ROAD ROSWELL, GA 30075

Operator (Entity Name): MAHLEGA ABDSHARAFAT

Part III: Acquiring Entity Information

Name of Entity: HOMESTEAD HOSPICE OF CAHABA, LLC

Mailing Address: 10888 CRABAPPLE ROAD
ROSWELL, GA 20075

Operator (Entity Name): HOMESTEAD HOSPICE OF CAHABA, LLC

Proposed Date of Transaction is on or after: 3/1/2021

Part IV: Terms of Purchase

Monetary Value of Purchase: \$ \$403,985

Type of Beds: N/A

Number of Beds/ESRD Stations: N/A

Financial Scope: to Include Preliminary Estimate of the Cost Broken Down by Equipment, Construction, and Yearly Operating Cost:

Projected Equipment Cost: \$ NONE

Projected Construction Cost: \$ NONE

Projected Yearly Operating Cost: \$ NONE

Projected Total Cost: \$ 680,000

On an Attached Sheet Please Address the Following:

- 1.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).
- 2.) Whether the proposal will include the addition of any new beds.
- 3.) Whether the proposal will involve the conversion of beds.
- 4.) Whether the assets and stock (if any) will be acquired.

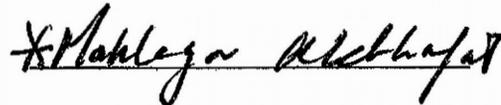
See Attachment

Part V: Certification of Information

Current Authority Signature(s):

The information contained in this notification is true and correct to the best of my knowledge and belief.

Owner(s): MAHLEGA ABDSHARAFAT



Operator(s): _____

Title/Date: CEO 1/19/2021

SHPDA-CO2021-014 Incomplete

Re: Clarification Request

Please provide clarification if Homestead Hospice of Southern Alabama, LLC will cease operations at this location as a result of this proposal.

- **Yes, Homestead Hospice of Alabama, LLC will cease to operate and close.**

The legal name of the operator of Homestead Hospice of Cahaba, LLC should be provided.

- **Corrected on Documents.**

The Financial Scope of the project is reported as \$680,000.00. The Monetary Value of Purchase is reported as \$403,985.00, with no additional projected equipment, construction, or yearly operating costs reported. Please provide clarification on behalf of the different amounts reported, and if the \$680,000.00 represents additional expected costs for Homestead Hospice of Cahaba, LLC as a result of this proposal.

- **\$680,000.00 minus the purchase prices \$403,985.00 is the cost to care for the 27 patients over a year time frame.**

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Part III: Acquiring Entity Information

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Mailing Address: 10888 CRABAPPLE ROAD
ROSWELL, GA 20075

Operator (Entity Name): HOMESTEAD

Proposed Date of Transaction is on or after: 3/1/2021

Part IV: Terms of Purchase

Monetary Value of Purchase: \$ \$403,985

Type of Beds: N/A

Number of Beds/ESRD Stations: N/A

Financial Scope: to Include Preliminary Estimate of the Cost Broken Down by Equipment, Construction, and Yearly Operating Cost:

Projected Equipment Cost: \$ NONE

Projected Construction Cost: \$ NONE

Projected Yearly Operating Cost: \$ NONE

Projected Total Cost: \$ 680,000

On an Attached Sheet Please Address the Following:

- 1.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).
- 2.) Whether the proposal will include the addition of any new beds.
- 3.) Whether the proposal will involve the conversion of beds.
- 4.) Whether the assets and stock (if any) will be acquired.

See Attachment

Part V: Certification of Information

Current Authority Signature(s):

The information contained in this notification is true and correct to the best of my knowledge and belief.

Owner(s): MAHLEGA ABDSHARAFAT 

Operator(s): _____

Title/Date: CEO 1/19/2021 _____

SWORN to and subscribed before me, this 19 day of January, 2021.

(Seal)



[Signature]
Notary Public

My Commission Expires: 05/21/2023

Acquiring Authority Signature(s):

I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): DOUGLAS R BOCHAT * [Signature]

Operator(s): _____

Title/Date: CFO 1/19/2021

SWORN to and subscribed before me, this 19 day of January, 2021.

(Seal)



[Signature]
Notary Public

My Commission Expires: 05/21/2023

Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule

**Change in Alabama CON Holder Application
Attachment A**

Certificate of Need No.: CON 035-P2356

Current Holder: Homestead Hospice of Southern Alabama, LLC

Proposed Transferee: Homestead Hospice of Cahaba, LLC

1) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).

RESPONSE: The service to be offered under the proposal is an extension of a presently offered service. Under the proposal, Homestead Hospice of Southern Alabama, LLC (“Homestead Southern Alabama”) will sell and transfer its Certificate of Need (“CON”) to Homestead Hospice of Cahaba, LLC (“Homestead Cahaba”). Homestead Cahaba has been providing hospice care to patients, including Medicare, Medicaid, and third party or private pay patients since on or about October 2014. Homestead Cahaba currently operates under a CON (No. CON 047-P2434).

2) Whether the proposal will include the addition of any new beds.

RESPONSE: Not applicable. Homestead Cahaba provides hospice home care.

3) Whether the proposal will involve the conversion of beds.

RESPONSE: No.

4) Whether the assets and stock (if any) will be acquired.

RESPONSE: The only asset to be transferred under the proposal is the CON from Homestead Southern Alabama to Homestead Cahaba.

**HOMESTEAD HOSPICE OF CAHABA, LLC,
ASSET PURCHASE FROM
HOMESTEAD HOSPICE OF
SOUTHERN ALABAMA , LLC**

This Asset Purchase Agreement is entered between **Homestead Hospice of Cahaba, LLC**, an Alabama Limited Liability Company (" Buyer") and **Homestead Hospice of Southern Alabama, LLC** an Alabama Limited Liability Company, ("Seller"), and **Homestead Hospice Management LLC**, a Georgia Limited Liability Company, ("HHM"), herein after collectively referred to as the "Parties".

WHEREAS Seller owns and operates a hospice care business in Greenville, Alabama ("Evergreen Hospice");

WHEREAS Seller is indebted to HHM in the principal amount of \$ 403,985 ("HHM Debt");

WHEREAS Seller is insolvent and is unable to repay the HHM debt;

WHEREAS Seller's only significant asset is its Alabama Certificate of Need permit to operation a hospice in Butler, Conecuh, Escambia, and Monroe County Alabama, SHPDA Identification Number 035-P2356, (the "CON"); and

WHEREAS Buyer wishes to purchase the CON.

NOW THEREFORE, in consideration for the covenants contained herein, Buyer, Seller, and HHM agree as follows:

1. Purchase and Sale. Seller hereby agrees to transfer and assign the CON to Buyer. At Closing, Seller shall sign the Bill of Sale and Assignment of the CON to Buyer, a copy of which is attached hereto and incorporated herein as Attachment A.
2. Contingency. This sale is contingent upon the State of Alabama approving transfer of the CON to Buyer prior to Closing.
3. Price. The Purchase Price of the CON is Assets is \$ 403,985. In lieu of cash payment, at Closing HHM shall sign a release of Seller from liability for the HHM Debt.
4. Assumption of HHM Debt. Buyer agrees to assume and pay the HHM Debt. Buyer shall sign a promissory note to HHM for the principal amount of the HHM Debt to accrue interest at the rate of 5% per annum, payable in 24 equal monthly installments, commencing April 1, 2021.

5. Closing. The transactions and execution of documents contemplated by this Agreement shall be closed and signed effective March 1, 2021 ("Date of Closing").

6. Notice of Transfer. Seller authorizes Buyer to file a Notice of Transfer of the CON with an effective date of March 1, 2021 in anticipation of Closing and to provide information and documentation as may be required by the State of Alabama for the transfer of the CON.

7. Other debts. Buyer is not assuming any liabilities of Seller other than the HHM Debt. Seller shall remain responsible for all other obligations and liabilities of Seller. Buyer is not assuming any liability for Medicare Cap obligations arising from billing submitted to Medicare by Seller for hospice care, unless otherwise required by law. Seller agrees to indemnify and hold Buyer harmless from all claims, debts, liabilities, liens, and other obligations of Seller, including the cost of attorney's fees and expenses of litigation incurred by Buyer in defending against such claims.

8. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller here by represents and warrants to Buyer as of the date hereof and as of the date of closing as follows:

8.1 CON Standing. The CON is valid and in good standing, and Seller has the right and authority to transfer the CON to Buyer.

8.2 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama and has all requisite power and authority to carry on and conduct its business as it is now being conducted and to own or lease its assets.

8.3 Authority. Seller has the right, power and capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, have been duly and validly authorized by Seller and this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

9. REASONABLE EFFORTS; FURTHER ASSURANCES; COOPERATION.

9.1 Cooperation. Each Party shall use its reasonable, good faith efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable in accordance with the terms hereof and shall cooperate fully with each other Party and its officers, directors, members, managers, employees, agents, counsel, accountants, and other designees in connection with any step required to be taken as a part of its obligations hereunder.

9.2 Approval. Each Party shall promptly make its filings and submissions and shall take all actions necessary, proper or advisable under applicable Laws to obtain any required approval of any Governmental Entity with jurisdiction over the transactions contemplated hereby or payment to Seller for its services (except that Buyer shall have no obligation to take or consent to the taking of any action required by any such Governmental Entity that could adversely affect the business of Seller, the Assets, or the transactions contemplated by this Agreement or Buyer Ancillary Documents). Seller shall furnish to the Buyer all information required for any application or other filing to be made by the Seller pursuant to any applicable Law in connection with the transactions contemplated hereby.

10. Costs. Each party will bear its own costs and expenses in connection with the transaction contemplated by this Agreement.

11. Absence of Broker. Buyer and Seller represent and warrant that no brokers were involved in this transaction and that all negotiations relative to this Agreement and the transactions contemplated by this Agreement have been carried on in such manner as to not give rise to any valid claim against any of the parties for a brokerage commission, finder's fee or similar payment, and each party agrees to indemnify and hold the other party harmless against such brokerage claims arising as a result of any action or course of action on its respective part.

12. MISCELLANEOUS PROVISIONS.

12.1 Survival of Representations. All statements contained herein or in any certificate or other instrument delivered by or on behalf of any of the parties pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations, warranties, covenants and agreements made by the respective parties to this Agreement shall survive the consummations of the transactions contemplated herein.

12.2 Applicable Law. This Agreement shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed effective on the 19th day of January 2021.

BUYER:

HOMESTEAD HOSPICE OF CAHABA, LLC

By: Douglas R. Bochat 1/19/2021
Date

Title: CFO

SELLER:

HOMESTEAD HOSPICE OF SOUTHERN ALABAMA, LLC

By: Mindy Acknowledged Date 1/19/2021
Title: CEO

HHM:

Homestead Hospice Management LLC

By: Douglas R Bocha 1/19/2021
Date

Title: CFO

ATTACHMENT A

BILL OF SALE AND ASSIGNMENT OF ASSET

1. The Parties. The parties hereto are Homestead Hospice of Southern Alabama, LLC (“Seller”) and Homestead Hospice of Cahaba, LLC (“Buyer”).

2. The Purchase Agreement. On January 19, 2021, an Asset Purchase Agreement was executed by Seller and Buyer for the future sale of the hospice care Certificate of Need issued to Seller by the State of Alabama, No. CON 035-P2356 (“CON”), to Buyer, be closed and transferred upon certain conditions being met by the parties.

3. Authority to Sell, Transfer and Assign. Seller acknowledges that it has the right and authority to sell, transfer, and assign the CON issued to Seller by the State of Alabama, and that the undersigned has the authority on behalf of Seller to execute this Bill of Sale and Assignment.

4. Purchase Price Paid. Seller acknowledges receipt of the purchase price of \$403,985.

5. Sale and Transfer Complete. Seller transfers full ownership of the CON to Buyer effective on the closing date of the Sale and Transfer, on or after March 1, 2021.

SELLER:

Homestead Hospice of Southern Alabama, LLC

By: Molly A. McLaughlin Date: 1/19/2021

Title: CEO