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January 11, 2012

Michele P. Madison, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326

RE: Hospital Authority of Murray County and Murray Medical Center

Dear Ms. Madison:

This responds to your request regarding the application of the Hospital Acquisition Act to a proposed transaction involving Murray Medical Center, Inc. ("MMCI") and the Hospital Authority of Murray County (the "Authority").

From the information you have provided, it is my understanding that MMCI currently operates Murray Medical Center in Murray County pursuant to a lease that will terminate as of January 1, 2012. MMCI is a nonprofit corporation. When the lease terminates, the Authority will reclaim the property that is the subject of the lease and will operate Murray Medical Center itself.

You have requested confirmation that the Hospital Acquisition Act does not apply to the termination of the lease and return of the assets to the Authority. Your view is that "the termination of the MMCI Lease will not require notice and public hearing with the Attorney General required under the Hospital Acquisition Act." My understanding is that assets that belong to the Authority are simply returning to possession of the Authority due to the termination of the lease with MMCI. Thus, Murray Medical Center is simply returning to the control of the Authority. Therefore, the termination transaction does not involve an "[a]cquisition" within the meaning of O.C.G.A. § 31-7-400(2). The Act does not apply to the described termination of the lease between the Authority and MMCI.

Please note that in reaching this conclusion, we relied solely on the facts you presented; we did not perform a separate factual investigation. In addition, we have considered only whether the Act applies under the particular facts and circumstances you presented. We have not addressed other issues that may exist or the application of any other laws, rules or regulations to the transaction and have not anticipated any possible factual changes.

Michele P. Madison, Esq.
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Sincerely,

A handwritten signature in black ink, appearing to read "W. Wright Banks, Jr.", written in a cursive style.

W. WRIGHT BANKS, JR.
Senior Assistant Attorney General

WWB/me