CareAll
HOME HEALTH CARE

CareAll Management, LLC
326 Welch Road
Nashville, Tennessee 37211
Telephone (615) 781-0666

August 9, 2016

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building
500 Deaderick Street, 9th Floor
Nashville, TN 37243

RE: MaxLife @ Home of Tennessee, LLC
dba CareAll Home Care Services
Medicare Provider # 44-7271

Dear Director,

This is a request for the CON application submitted August 12, 2016 related to the relocation of the principle location of MaxLife @ Home of Tennessee, LLC, dba CareAll Home Care Services, from Columbia, TN to Nashville, TN to be placed on the Consent Calendar to be heard in October. Please contact me at (731) 514-1618 or Rick Hartwig at (615) 781-0666 if further information is needed. We appreciate your time and consideration of this project.

Sincerely,

Mary Ellen Foley

Mary Ellen Foley
Project Director
CareAll Home Care Services

1. ***Name of Facility, Agency, or Institution***

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services
Name

326 Welch Road Road — Davidson
Street or Route — County

Nashville — TN — 37211
City — State — Zip Code

2. ***Contact Person Available for Responses to Questions***

Mary Ellen Foley — Project Director
Name — Title

CareAll Management, LLC — maryellen.foley@careallinc.com
Company Name — Email address

326 Welch Road — Nashville — TN. — 37211
Street or Route — City — State — Zip Code

employee — 731-5872996 — 731-587-3228
Association with Owner — Phone Number — Fax Number

3. ***Owner of the Facility, Agency or Institution***

Molly, LLC — 615-331-6137
Name — Phone Number

326 Welch Road — Davidson
Street or Route — County

Nashville — TN — 37211
City — State — Zip Code

4. ***Type of Ownership of Control (Check One)***

A.	Sole Proprietorship	F.	Government (State of TN or Political Subdivision)
B.	Partnership	G.	Joint Venture
C.	Limited Partnership	H.	Limited Liability Company
D.	Corporation (For Profit)	I.	Other (Specify)_____
E.	Corporation (Not-for-Profit)		

x

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

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5. ***Name of Management/Operating Entity (If Applicable)***

CareAll Management, LLC
Name

326 Welch Road — Davidson
Street or Route — County

Nashville — TN — 37211
City — State — Zip Code

PUT ALL ATTACHMENTS AT THE END OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

6. ***Legal Interest in the Site of the Institution (Check One)***

A.	Ownership		D.	Option to Lease	
B.	Option to Purchase		E.	Other (Specify) _____	
C.	Lease of 1 Years				

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

7. ***Type of Institution (Check as appropriate--more than one response may apply)***

A.	Hospital (Specify)_____		I.	Nursing Home	
B.	Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty		J.	Outpatient Diagnostic Center	
C.	ASTC, Single Specialty		K.	Recuperation Center	
D.	Home Health Agency	x	L.	Rehabilitation Facility	
E.	Hospice		M.	Residential Hospice	
F.	Mental Health Hospital		N.	Non-Residential Methadone Facility	
G.	Mental Health Residential Treatment Facility		O.	Birthing Center	
H.	Mental Retardation Institutional Habilitation Facility (ICF/MR)		P.	Other Outpatient Facility (Specify)_____	
			Q.	Other (Specify) _____	

8. **Purpose of Review** ***(Check) as appropriate--more than one response may apply)***

A.	New Institution		G.	Change in Bed Complement [*Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation]*	
B.	Replacement/Existing Facility				
C.	Modification/Existing Facility				
D.	Initiation of Health Care Service as defined in TCA § 68-11-1607(4) (Specify)_____		H.	Change of Location	
			I.	Other (Specify) relocation of the principle office	
E.	Discontinuance of OB Services				
F.	Acquisition of Equipment				

9. Bed Complement Data NA

Please indicate current and proposed distribution and certification of facility beds.

		Current Beds Licensed	**CON*	*Staffed Beds*	*Beds Proposed*	*TOTAL Beds at Completion*
A.	Medical					
B.	Surgical					
C.	Long-Term Care Hospital					
D.	Obstetrical					
E.	ICU/CCU					
F.	Neonatal					
G.	Pediatric					
H.	Adult Psychiatric					
I.	Geriatric Psychiatric					
J.	Child/Adolescent Psychiatric					
K.	Rehabilitation					
L.	Nursing Facility (non-Medicaid Certified)					
M.	Nursing Facility Level 1 (Medicaid only)					
N.	Nursing Facility Level 2 (Medicare only)					
O.	Nursing Facility Level 2 (dually certified Medicaid/Medicare)					
P.	ICF/MR					
Q.	Adult Chemical Dependency					
R.	Child and Adolescent Chemical Dependency					
S.	Swing Beds					
T.	Mental Health Residential Treatment					
U.	Residential Hospice					
	TOTAL					

*CON-Beds approved but not yet in service

10. Medicare Provider Number 44-7271

Certification Type Home Health Agency

11. Medicaid Provider Number 44-7271

Certification Type Home Health Agency

12. If this is a new facility, will certification be sought for Medicare and/or Medicaid? NA

13. *Identify all TennCare Managed Care Organizations/Behavioral Health Organizations (MCOs/BHOs) operating in the proposed service area.* Will this project involve the treatment of TennCare participants? yes **If the response to this item is yes, please identify all MCOs/BHOs with which the applicant has contracted *or plans to contract.***

Section: Applicant profile, item 3

Response: See attached corporate charter and certificate of corporate existence.

Section A: Applicant profile, item 4

Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relates to the applicant. As applicant, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% or more ownership interest.

Response: Maxlife @ Home of Tennessee, LLC dba CareAll is 100% owned by Molly, LLC. See attached ownership chart.

In addition, please document the financial interest of the applicant's parent/owner in any other health care institution as defined in Tennessee code Annotated, 68-11-1602 in Tennessee. At a minimum please provide the name, address, current status of licensure/certification, and percentage of ownership of each health care institution identified.

Response: Molly, LLC owns no other health care institutions in Tennessee.

Section A: Applicant Profile, Item 5

For facilities with existing management agreements, attach a copy of the fully executed final contract.

Response: see attached management agreement.

Please describe the management entity's experience in providing management services for the type of facility, which is the same or similar to the applicant facility. Please describe the ownership structure of the management entity.

Response: CareAll Management has provided billing, financial, regulatory, clinical and compliance over-site services for this agency since 2007. See attached ownership structure of CareAll Management including the percentage of ownership of each entity.

Section A: Applicant Profile, item 6

Attach a copy of the fully executed lease agreement for the project location

Response: See attached option to lease agreement that will be executed when the CON is granted.

Section A: Applicant profile, item 13

Please identify all MCOs/BHOs with which the applicant has contracted or plans to contract.

Response: BlueCare, TennCare Select, TennCare Select Community and Amerigroup. We have no contract at this time with United Health Care (Americhoice).

Section B, Project description, Item 1

Provide a brief executive summary of the project including a brief description of propose services and equipment, ownership structure, service area, need, existing resources, project cost, funding, financial feasibility and staffing.

Response: CareAll Home Care Services provides quality home health, private duty, and personnel care services in 62 counties in Tennessee. These counties are served through 6 separate licensed home health agencies. The CareAll agencies that serve the Middle Tennessee area are VIP Home Nursing and Rehabilitation Service, LLC and Maxlife @t Home of Tennessee, LLC. The revenue generated by these two agencies from services provided to Medicare and Medicaid patients is 70% of their total revenue. Medicare is proposing to decrease payment to home health agencies in 2017 by 1%. TennCare is also scheduled to decrease payment for home health and private duty services by 1% in 2017. In anticipation of these payment reductions and resulting loss of revenue, CareAll proposes to consolidate a portion of the service areas of these two agencies to reduce overhead cost and enhance operational efficiency. This consolidation will be achieved by the addition of the six counties of Maury, Giles, Wayne, Lawrence, Lewis, and Hickman to the VIP licensed area with the surrender of these same six counties from the service area of Maxlife at Home of Tennessee, LLC. This consolidation will make it possible for the Middle Tennessee service area to be placed under a more efficient organizational structure. The cost reduction will be achieved by the elimination of 4 administrative positions from Maxlife @ a savings of $180,000. The scope of this project is to move the principle office of Maxlife at Home of Tennessee, LLC dba CareAll Home Care Services from their current location at 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. The location change is necessary due to the county of Maury where the principle office is located as well as Hickman, Giles, Lewis, Lawrence, and Wayne will be surrendered from the agencies current licensed services area. A second CON application is being files simultaneously by the sister agency of VIP Home Nursing and Rehabilitation Service, LLC to add these same six counties to their licensed service area. With this project, there will be no change in equipment required. The ownership structure will not change. Justification of need is not a factor because there is no net addition or subtraction of service area or services. Staffing patterns for provision of care in the area will only be enhanced by this project due to the change in organizational structure. With this change in service area, Maxlife will shift the largest portion of the current intermittent home health patient services which is primarily Medicare to the sister agency of VIP Home Nursing and Rehabilitation Services, LLC with the addition of these six counties to their service area. Maxlife will then concentrate on providing services to other lines of business including private duty nursing and CNA services, home and community based waiver services, and workers compensation services for both adult and pediatric clients. These services will primarily involve TennCare and private insurance payer sources. Funding and financial feasibility will be established with cash reserves. The project cost will involve the cost of preparation and filing of the CON application which includes $3,000 for administrative and consulting fees used to prepare the application, miscellaneous and moving cost to the new location of $10,000, the cost of the 3 year lease option which is $33,435.60 (this was inadvertently left off the reported anticipated cost of the letter of intent) and the cost of filing the application to the State of $15,000 for a total $67,054.88 project cost.

See attached letter from the executrix of the estate authorizing the surrender of the six counties by MaxLife.

Section B, Project description, Item 2

Provide a detailed narrative of the project by addressing the following items as they relate to the proposals.

A. *Describe the development of the proposal. Include a discussion of the location of the principle office, the location of each branch office (city and count), and the counties that will be covered by each branch office.*

Response: The principle office of Maxlife @t Home of Tennessee, LLC dba CareAll Home Care Services will move its principle location at 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, 37211, Davidson County. This move is necessary due to surrender of the six counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area to be added by the sister agency of VIP Home Nursing and Rehabilitation Service, LLC. The new principle office location will service the remaining licensed area including: Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson, Cheatham, Hardin, McNairy, Decatur, Humphreys, and Perry counties.

B. *Describe the need for change and if it will have an impact on existing services.*

Response: The proposed change in the principle office from Maury County to Davidson County is necessary due to the proposal to surrender the six counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the service area to be added to the services area of the sister agency of VIP home Nursing and Rehabilitation Service, LLC. This change is proposed to enhance the consistency of the organization's oversite of the entire Middle Tennessee service area by the consolidation of the licensed service area under one administration. It should not impact the existing services that are being provided by CareAll in this area except to enhance cost and organizational efficiency. There is no new construction required for this proposal.

C. *As the applicant, describe your need to provide the following health care services.*

Response: With the surrender of the six counties from the licensed service area and the move of the principle office from Maury to Davidson county, Maxlife will shift the largest portion of the intermittent home health patient services which is primarily Medicare as a payer source and begin to concentrate services to other lines of business including private duty nursing and CNA services, home and community based waiver services, and workers compensation services for both adult and pediatric patients in the remaining licensed service area. These services will involve primarily TennCare and private insurance payer sources. This will locate the principle office to the largest population of need for these types of services.

D. *Describe the need to change location or replace an existing facility.*

Response: The need to move the principle office of Maxlife @ Home of Tennessee, LLC is due to the surrender of Maury County where the current principle office is located to Davidson County. The purpose of this project is for organizational and cost enhancement. There will be no net change in services or service area that is currently being provided by CareAll.

E. *Describe the acquisition of any items of major medical equipment which exceeds a cost of $1.5 million.*

Response: There will be no acquisition of any items of major medical equipment with this proposal.

Section B, Project description, item3

A. *Attach a copy of the site on a 8 ½" x 11" sheet of white paper which must include:* ***(see attached)***

1. *Size of site (in acres).* **Response: + or - .5 acres**
2. *Location of the structure on the site:* **Response: back 1/3 of the property**
3. *Location of proposed construction.* **Response:** No proposed construction.
4. *Names of streets, roads or highways that cross or border the site.* **Response:** The relocated principle office of Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services is on Travis Drive. The roads that border the site are Welch Road to the south, Paragon Mills Road to the North East, and Nolensville Road (Highway 41A) to the East.

B. *1. Describe the relationship of the site to public transportation routes, if any, and to any highway of major road developments in the area. Describe the accessibility of the proposed site to patient/clients.*

Response: There is a bus stop on the right side of Nolensville Road as you travel north before reaching Welch Road. I 24 is to west of the site and I65 is to the east of the site. These major highways give the staff excellent access to patients/clients as well as the other agency branch offices. See attached google map of the area.

Section B, Project Description, item 4

Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms, ancillary area, equipment areas, etc.. on a 81/2"x11" sheet of white paper.

Response: See attached floor plan

Section B, Project description, Item 5

For Home Health Agency or Hospice, identify:

1. *Existing service area by county.* **Response:** The existing service area of Maxlife @ Home of Tennessee, LLC dba CareAll currently serves the counties of Cheatham, Davidson, Rutherford, Williamson, Wilson, Robertson, Sumner, Maury, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Lewis, Perry , Hickman, and Humphreys.
2. *The proposed service area.* **Response: Maxlife** proposes to surrender from their service area the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman.
3. *A parent or primary service provided.* **Response:** The primary office of the Agency is located presently at 900 Nashville Highway, Columbia, TN in Maury County but has proposed with this project to move to 4015 Travis Drive, Suite 103, Nashville, TN 37211, Davidson County
4. *Existing branches:* **Response:** There are no existing branches.
5. *Proposed branches:* **Response:** We propose to convert the location which is now the principle office of Maxlife @ Home of Tennessee, LLC dba CareAll at 900 Nashville Highway, Columbia, TN 38401 in Maury County to a branch office of VIP Home Nursing and Rehabilitation Service, LLC. The Agency plans to relocate this office to a new location in Maury County as of October 1, 2016 to 1121 Trotwood Avenue, Suite 7 Columbia, TN 38401.

Section C: General Criteria for Certificate of Need

Item 1, Need

1. *Describe the relationship of this proposal toward the implementation of the State Health Plan and Tennessee's Health: Guidelines for Growth.*

Response: The surrender of these six counties of Maury, Giles, Lawrence, Wayne, Lewis and Hickman from Maxlife @ Home of Tennessee, LLC to VIP Home Nursing and Rehabilitation Service, LLC and the subsequent move of the principle office of Maxlife from Maury county to Davidson County will not involve the initiation of any new or cessation of any existing home health services. This project will not involve the acquisition of any equipment or the construction of a new facility. The five principles for achieving better health will be addressed accordingly.

1. **Healthy Lives:** *The purpose of the State Health Plan is to improve the health of people in Tennessee. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services has been providing high quality, comprehensive home health services to the residents of Middle Tennessee for 30 years. The agency treats each patient through a variety of disciplines including skilled nursing, home health aide services, occupational, speech, and physical therapy, medical social services, private duty nursing and personal care services, and attendant and companion services with respect and dignity. The agency cooperates closely*

with local hospitals, SNF's, ICF's and ALF facilities in their service area in an attempt to maximize the quality of life of their patients.

2. **Access:** *People in Tennessee should have access to health care and the conditions to achieve optimal health. The agency serves Medicare, TennCare, and private pay patients. The agency's patients include the demographic spectrum. The agency denies access to no one.*
3. **Economic Efficiencies:** *Health resources in Tennessee, include health care, should be developed to address the health of people in Tennessee while encouraging value and economic efficiencies. The transition of the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman counties from Maxlife @ Home of Tennessee, LLC to VIP Home Nursing and Rehabilitation Service, LLC will result in a cost reduction of $180,000 annually to the company with the organizational restructuring. This cost savings in the face of declining Medicare and TennCare reimbursement to home health will assist in achieving economic efficiencies and retain the ability to provide high quality health services. The move of the principle location is not only necessary due to the surrender of Maury County from the service area but will situate the principle office within close proximity to the largest population of patients in the remaining service area.*
4. **Quality of Care:** *People in Tennessee should have the confidence that the quality of care is continually monitored and standards are adhered to by providers. CareAll has a long history of providing high quality health care to the residents of Middle Tennessee. The transition of these six counties from Maxlife to VIP will enhance organizational structurer and provide consistent more efficient care to patients in this service area. CareAll continually monitors quality through a comprehensive QAPI and compliance audit program.*
5. **Workforce:** *The state should support the development, recruitment, and retention of a sufficient and quality health workforce. All agency employees have been trained in the delivery of high quality health care and are licensed appropriately. The agency provides all staff with ongoing comprehensive continuing education programs as well as assistance in completion of formal education. Further, the agency periodically assists through preceptor programs in training nursing and therapy students in home care delivery.*

Section C, Need Item 1 a.

Please provide a response to each criterion and standard in Certificate of Need Category that is applicable to the proposed project'

Response:

The Certificate of Need Standards and Criteria for Home Health Services is being used for the response to this item.

1. **Determination of Need:** Because the scope of this project includes moving the principle location and does not include any net addition or change in services to the licensed service area, the need formula would not be required to justify need for this project.

2. **The need for home health services should be projected three years from the latest available year of final JAR data**: Because the scope of this project does not include any net additions or changes in services to the licensed service area, the need will not change within the service area. **Please see chart** below with the 3 year projected need for each county in the service area.

Maxlife current licensed Counties
from the
JAR of Need three year projection by county

County	Projected Pop 2019	Projected Capacity	Projected need	Need (surplus) 2019
Maury	91,811	2,955	1,377	-1,578
Giles	29,802	1,023	447	-576
Lawrence	43,689	1,791	655	-1,136
Wayne	17,598	832	264	-586
Lewis	13,002	438	195	-243
Hickman	27,123	734	407	-327
Davidson	706,549	15,053	10,598	-4,454
Cheatham	41,481	826	622	-204
Decatur	12,059	647	181	-466
Hardin	26,743	1,237	401	-836
Humphreys	19,136	726	287	-439
McNairy	27,625	1,393	414	-979
Perry	8,414	309	126	-182
Robertson	77,441	1,772	1,162	-610
Rutherford	347,767	5,740	5,217	-523
Sumner	187,398	4,038	2,811	-1,227
Williamson	230,224	3,410	3,453	43
Wilson	136,217	3,459	2,043	-1,416

3. **The use rate of existing home health agencies in each county of the service area will be determined by examining the latest utilization rate as calculated from the JARs of existing home health agencies in the service area: See graph below** of each agencies utilization located in the existing service area of Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services.

Utilization of other agencies in the services area

Agency (base County)	counties served	2013	2014	2015	% of change from 2013-2015
Alere Women's and Children's Health (Davidson)	8	202	186	196	1%
Amedysis (Cumberland Bend - Davidson)	10	23	210	638	70%
Amedysis (Glen Echo - Davidson)	11	2008	1508	1205	-17%
Amedysis Home Health Services (Davidson)	8	5182	2148	1634	-39%
Amedysis (Rutherford)	8	661	535	1265	24%
Amedysis (Franklin)	1	1150	1002	909	-7.80%
Angel Private Duty & Home Health (Davidson)	8	123	79	37	-35.90%
Corum CVS Specialty Infusion (Davidson)	12	11	26	36	34%
Elk Valley Health Services (Davidson)	18	277	293	457	17.50%
Friendship Home Healthcare (Davidson)	10	845	745	631	-9.60%
Homecare Solutions (Davidson)	15	1930	1689	1813	-2.10%
Home Health Care of Middle Tennessee (Davidson)	9	2963	2975	2998	0.20%
Intrepid (Davidson)	9	766	1389	1146	11.50%
Intrepid (Warren)	4	822	804	843	0.80%
Vanderbilt Community & Home Services (Davidson)	9	1879	1700	1907	0.50%
Willowbrook Home Health Care (Davidson)	14	1565	1283	1512	-1.20%
Tennessee Quality Homecare (Decatur)	11	1080	988	1043	-1.10%
Volunteer of West TN (Decatur)	8	1534	1797	1833	5.70%
CareSouth HHA Holdings of Winchester (Franklin)	10	2030	2444	2581	7.80%
Regional Home Care (Lexington - Henderson)	9	569	582	1164	25.70%
Henry Co. Medical Center (Henry)	4	363	408	428	5.40%
St. Thomas Hickman Com HH (Hickman)	6	214	311	370	17.40%
Maury Regional HH (Maury)	7	1,151	1,553	1,489	8%
NHC Home Care (Maury)	12	2,408	2,591	2,517	1.40%
Guardian HC (Williamson)	9	1,370	1,668	1,810	9%
Vanderbilt HC/Walgreens (Williamson)	15	67	135	309	47.30%
Deaconess Homecare (Wilson)	8	1,222	1,706	956	-6.80%
Deaconess Homecare (Hardin)	6	1,330	2,122	1,120	-4.50%
Deaconess Homecare (Lincoln)	5	842	1,294	731	-3.80%
Gentiva Health Services (Davidson)	8	1,003	831	869	-4.90%
Quality First HC (Maury)	3	923	1,023	1,133	6.80%
Lincoln Medical HH (Lincoln)	1	348	339	396	4.40%

Agency (base county)	# of counties in service area	2013 JAR	2014 JAR	2015 JAR	% of change
Continuous Care Davidson)	6	407	170	163	-59.95%
Maxim Healthcare Services (Davidson)	7	106	110	143	25.87%
SunCrest Home Health (Davidson)	7	5,490	4,624	4,502	17.99%
Gateway HH (Montgomery)	3	949	1,340	1,081	-12.21%
Suncrest Home Health (Montgomery)	6	587	1,276	864	32.06%
Lifeline HHC (Robertson)	4	428	160	277	-35.28%
NHC HC (Robertson)	4	1,332	1,842	2,000	33.40%
Gentiva (Wilson)	7	1,380	1,203	1,109	-19.63%
Highpoint HC (Sumner)	4	855	816	1,103	22.48
Intrepid (Warren)	3	822	804	843	2.49%
American National HH (Wilson)	3	311	305	224	-27.97%
Vanderbilt HC services (Davidson)	7	1,812	1,590	1,788	-1.32%
SunCrest HH (Dekalb)	1	1,568	2,485	2,663	41.11%
Highland Rim HH (Putnam)	1	574	497	549	-4.35%
NHC HH (Rutherford)	4	3,776	4,180	4,270	11.56%
Health at Home (Williamson)	1	58	125	118	50.84%
Tenn Quality HC-NW (Benton)	3	1,164	1,173	1,381	15.71%
Premier HH (Davidson)	1	87	81	79	9.91%
Baptist Mem HC & h (Carroll)	2	262	283	263	0.38%
NHC (Gibson)	1	569	655	666	17.04%
Amedysis (Madison)	3	2,741	2,541	2,702	0
Extendicare HH of West TN (Madison)	3	1,085	832	1,196	9.28%
Intrepid HH (Madison)	3	422	507	533	20.82%
Medical Center HH (Madison)	3	1,706	1,098	1,539	-9.78%
Regional HH (Madison)	3	1,164	1,863	1,805	35.51%
Magnolia Reg HC H & H (only counties in TN)	2	43	35	60	28.33%
Volunteer HC (Gibson)	1	3,041	2,995	2,842	-6.54%
NHC (Fayette)	1	226	301	421	46.31%
Heritage HH (Bedford)	1	241	421	485	50.30%
Gentiva(coffee)	1	424	320	301	-29.00%
SunCrest (Coffee)	1	1,588	1,665	891	-43.89%
CareAll (Weakley)	1	2,036	2,337	1,368	-32.80%
CareAll (Haywood)	3	1,556	1,726	786	-49.48%
CareAll(Davidson)	8	1,562	1,665	891	-42.95

TN.gov JAR

4. **County Need Standard:** This project proposes no net new service area or services. It involves no acquisition or modification of any item of major medical equipment. Therefore, this documentation of need is not required for this project proposal.
5. **Current service Area Utilization:** See chart under criteria three (3) above for the most current JAR utilization statistics for the existing agencies in the MaxLife service area.

6. **Adequate staffing:** The service area is currently being served adequately by qualified well trained staff. With surrender of the six county service area including Maury, Giles, Lawrence, Wayne, Lewis and Hickman to the licensed service area of VIP Home Nursing AND Rehabilitation Service, LLC dba CareAll the current field staff will be retained under VIP. There will be reductions in administrative staff at Maxlife with surrender of this proposed area as part of the cost and organizational enhancement plan. **Please see the spread sheet below with information on the current staff FTE's in each category for Agency.**

Position	No. of Full Time Equivalent Employees	Current Year	proposed Year	Applicant's Planned Salary/Wage Range	Prevailing Wage for this type of employee*
Administrator	1	1	0.2	$76.500.06	$67,369.00
Director of Patient Services	1	1	0.5	$75,000.00	$77,190.00
Staff LPNs	2	2	2	$27,040.00	$37,865.00
PTE					
Staff HHA/CNA	4	4	4	$21,234.90	$18,742.00
Field RN	0	0	0	$52,000.00	$56,083.00
RN Case Manager	1.25	1.25	1.25	$53,040.00	$56,083.00
Office Coordinator	1	1	0.5	$28,080.00	$30,951.00
Staffing Coordinator	1	1	0.5	$24,440.00	$30,951.00
Total	11.25	11.25	8.95	$44,666.87	$46,903.13

7. **Community Linkage Plan: Maxlife @ Home of Tennessee,** LLC dba CareAll has been in operation for over 8 years. During this time Maxlife has established relationships with the hospitals, SNF's, and ICF's in their licensed area and surrounding areas to meet health care needs as patients are transitioned to the home. The agency also works with local ALF's, homes for the aged, and retirement homes to assist with the health care needs of the clients in a safe environment with the goal to limit inpatient facility admissions. The agency with the use of the business development department work to establish relationships with local physicians to meet the acute and chronic health care and personal care needs of their

patients in the home environment. These collaborative relationships between physicians and the Agency promote continuity of the care provided to the patients.

8. **TennCare Managed care Organizations (MCOs) and Financial Viability**: Maxlife @ Home of Tennessee, LLC dba CareAll is currently Medicare and Medicaid certified. The Agency holds contracts with 2 of the 3 TennCare MCO's including BlueCare/Tennare Select and Amerigroup. The Agency has contracts with numerous other payer sources. **See attached list.**

9. **Proposed Charges:** See chart below

Maxlife Cost per visit comparison with other agencies in the current service area

Agency	HH aide	MSS	OT	PT	SNC	ST
Maury Regional HH	$50	$500	$288	$191	$175	$277
NHC Homecare	$44	$108	$158	$135	$96	$295
Quality First HC	$45	$180	$125	$117	$91	$117
Alere W & C Health	none reported					
Amedysis cumb bend	$14	$73	$78	$70	$53	$91
Amedysis Glen Echo	$24	$65	$74	$73	$59	$98
Amedysis HHS	$11	$95	$88	$89	$79	$84
Continuous Care Services	$80	$185	$165	$165	$145	$165
Elk Valley Health	$40	0	$0	$0	$79	$0
Friendship HHC	$74	$697	$278	$225	$152	9%
Gentiva	$41	$415	$162	$158	$115	$199
Home Care Solutions	$58	$193	$165	$163	$102	$190
Angel PD & HH	$153	0	0	$84	$320	0
Home Health Care Mid TN	$49	$267	$111	$117	$136	$85
Intrepid	$94	$180	$161	$140	$126	$154
Vanderbilt Community HS	$85	$225	$200	$200	$175	$200
Willow brook HH	$93	$563	$238	$194	$205	$206
Tennessee Quality HC	$26	$715	$145	$128	$60	$154
Volunteer HH	$34	$229	$233	$134	$79	$147
CareSouth HHA Winchester	$48	$237	$81	$75	$59	$85
Regional HH Lex	$25	$165	$90	$75	$60	$100
Henry Co MC HH	$46	$163	$176	$176	$188	$148
St. Thomas HH Hickman Com	$87	105%	$105	$105	$95	$110
Lincoln Med center HH	$70	$230	$160	$170	$140	$180
Guardian HC of Nashville	$30	$160	$66	$88	$65	$57
Amedysis HHC Rutherford	$17	$56	$81	$79	$50	$75
Vanderbilt/Walgreens	0	0	0	0	$180	0
Deaconess Lincoln	$48	$158	$371	$185	$104	$108

Amedysis Franklin	$24	$237	$81	$75	$59	$85
Coram CVS Infusion	none reported					
Hardin Co MC HH	$62	$273	$0	$125	$116	$0
VIP CareAll Davidson	$29	$103	$121	$98	$68	$153
Continuous Care Services	$0	$111	$119	$117	$263	$114
Maxim HC Services	$0	$0	$0	$0	$102	$0
SunCrest Davidson	$45	$182	$116	$119	$82	$125
Gateway HH Clarksville	$35	$223	$105	$112	$91	$375
Suncrest Montgomery	$39	$72	$142	$135	$98	$128
Lifeline HHC (Robertson	$65	$310	$240	$165	$108	$169
NHC (Robertson	$49	$112	$162	$141	$91	$345
Gentiva (Wilson)	$69	$166	$154	$144	$117	$175
Highpoint HC Sumner	$82	$64	$116	$105	$133	$561
Intrepid (Warren)	$37	$178	$136	$142	$108	$156
American national HH Wilson	$42	$131	$127	$140	$103	$140
Vanderbilt HHC Services	$150	$256	$216	$191	$180	$188
SunCrest Dekalb	$43	$211	$193	$187	$130	$286
Highland Rim HH (Putnam)	$80	$200	$155	$155	$135	$0
NHC Rutherford	$47	$129	$187	$156	$100	$354
Health at Home (Williamson)	$25	$0	$90	$88	$192	$103
Tennessee Quality HC NorthW	$75	$121	$109	$94	$52	$118
Premiere HH	$0	$0	$0	$221	$121	$117
Baptist Mem HC and Hospice	$100	$4,080	$0	$194	$204	$337
NHC (Gibson)	$38	$121	$142	$146	$91	$140
Amedysis(Madison)	$17	$74	$72	$65	$46	$82
Extendicare of West TN	$50	$171	$209	$154	$100	$211
Intrepid (Madison)	$46	$129	$141	$130	$136	$0
Medical Center HH	$49	$177	$202	$167	$97	$299
Regional HH-Jackson	$35	$95	$119	$120	$80	$110
Magnolia Regional H & H	$170	$91	$0	$99	$178	$10
Volunteer HC (Gibson)	$55	$171	$125	$127	$105	$267
NHC (Fayette)	$41	$149	$151	$153	$111	$236
Heritage HH (Bedford)	$40	$107	$93	$87	$64	$93
Gentiva (Coffee)	$40	$201	$273	$189	$121	$212
SunCrest (Coffee)	$35	$121	$119	$119	$81	$120
CareAll (Weakley)	$34	$336	$0	$107	$83	$160
CareAll (Haywood)	$30	$312	$0	$107	$82	$0
CareAll MaxLife (Maury)	$40	$260	$185	$141	$101	$0

10. **Access:** The Agency provides Skilled Nursing, Physical, Speech, and Occupational Therapy, Medical Social Services, Home Health Aide, private duty nursing and certified nursing assistant services as well as personal care services to all ages. A clinician's competency level is established on hire. All staff has required compliance, infection control and safety education on hire and annually. Any special procedure that the clinician is deemed not competent, education will be provide with both written information and through a preceptor program to establish competency before the service is provided. The Agency utilizes best practices in all services areas to equip clinicians to provide the highest quality of care. See attached orientation and continuing education programs as well as best practice policies.

11. **Quality Control and Monitoring:** The Agency has an extensive quality assessment and performance improvement program in place to ensure clinical and regulatory compliance is maintained. This program continually evaluates and initiates improvement activities. See attached QAPI program policies. Maxlife @ Home of Tennessee, LLC is not accredited or is seeking accreditation from the Joint commission or other accrediting body.

12. **Data Requirements:** The Agency will continue to provide annual statistical reports through the JAR as required. The Agency also agrees to provide the Department of Health and/or the Health Services and Development Agency with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested.

Section C, Need, Item 2

Describe the relationship of this project to the applicant's facility's long-range development plans.

Response: CareAll anticipates the continuation of the current trend of decreasing reimbursement to home health from Medicare and TennCare. Accordingly, the agency's financial success depends upon achieving cost savings with organizational restructuring and consolidation. The transition of these six counties from Maxlife to VIP will eliminate the need for 4 full time administrative positions at Maxlife at an annual cost savings of $180,000 as well as more consistent management of patient care thus enhancing the continuation of high quality home care.

Section C, Need, Item 3

Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county map including the State of Tennessee clearly marked to reflect the service area.

Response: See attached map of the existing licensed area with the area to be surrendered to VIP Home Nursing and Rehabilitation Service, LLC dba CareAll.

Section C, Need, Item 4

A. *Describe the demographics of the population to be served by this proposal.*

Response: The demographic area serviced by Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services consists of both rural and metropolitan areas. The primary population of patients served by the agency historically consists of patients over the age of 65 with Medicare/Medicare Advantage or dual benefits. The remainder of the patient population is between 18 and 64 years of age with TennCare and private insurance benefits. Many of the patients in both categories require private duty and home and community based care services. With the shift of the six counties to the licensed area of VIP, Maxlife plans to shift their focus from intermittent home health services under traditional Medicare to other lines of business such as private duty nursing and CNA services, home and community based waiver services, and worker's compensation services. **See graph below describing the population by age of each of the counties in the service area taken from the department of health current and projected population data.**

County	total Pop 2015	Total Pop 2018	Total Pop % change	Target Pop 2015	Target Pop 2018	Target Pop % change	Target pop 2018 as a % of Total
Davidson	678,888	698,061	2.70%	76,321	82,501	7.40%	11.80%
Maury	87,772	90,666	3.10%	13,379	15,760	15.10%	17.30%
Lewis	11,847	12,912	8.20%	2,321	2,821	17.70%	21.80%
Hickman	24,370	26,876	9.30%	3,874	4,824	19.60%	17.90%
Giles	28,929	29,787	2.80%	5,603	6,355	11.80%	21.30%
Lawrence	42,572	43,518	2.10%	7,491	8,640	13.20%	19.80%
Wayne	16,741	17,551	4.60%	3,103	3,420	9.20%	19.40%
Cheatham	39,741	41,269	3.70%	5,572	6,506	14.30%	15.70%
Decatur	11,662	12,029	3.00%	2,670	3,092	13.60%	25.70%
Hardin	26,557	26,680	0.46%	5,990	6,337	5.40%	23.75%
Humphreys	18,134	19,090	5%	2,438	4,103	40.50%	21.49%
McNairy	26,070	27,486	5.10%	5,201	5,960	14.50%	21.68%
Perry	7,930	8,362	5.10%	1,704	2,019	15.60%	24.14%
Robertson	68,564	76,231	10%	9,506	11,724	18.90%	15.37%
Rutherford	298,606	337,990	11.60%	29,005	35,866	19.10%	10.61%
Sumner	175,987	184,532	4.60%	26,490	30,095	11.90%	16.30%
Williamson	211,674	225,526	6.10%	25,563	30,891	17.20%	13.69%
Wilson	128,910	133,865	3.70%	19,200	22,113	13.10%	16.50%
Service area Total	1,904,954	2,011,366	5.29%	244,996	283,027	13.40%	14.07%
TN Total	6,600,211	6,962,031	5.19%	1,016,502	1,175,431	13.40%	16.87%

See graph below with recent enrollee data from the Bureau of TennCare and the demographic information from the US census Bureau for the counties in the Agency's service area.

County	Median age 2014	Median Household Income 2014	Persons below Poverty level 2014	Pov level % Total 2014	TennCare enrollees Jan. 1, 2015	TennCare enrollees % of Total
Davidson	34.2	46,758	36,111	18.80%	133,337	20.70%
Maury	35.6	34,325	3,687	23.80%	16,869	19.70%
Lewis	52.3	$31,813	531	22.30%	2,760	19.70%
Hickman	46.6	$21,618	1,230	19.80%	5,910	21.40%
Giles	42.7	$29,019	1,025	28.20%	5,764	17.20%
Lawrence	40.3	$27,100	1,723	24.70%	9,851	21.70%
Wayne	44.4	$23,671	550	30.40%	3,160	17.60%
Cheatham	38.2	$38,240	1,546	25.70%	6,931	13.90%
Decatur	45.2	$22,500	395	29.50%	2,710	19.40%
Hardin	40.6	29,926	2,139	26.40%	6,748	23.40%
Humphreys	40.6	$38,723	1,018	17.80%	3,884	18.40%
McNairy	41.9	$26,803	983	26.50%	7,264	25.20%
Perry	46.4	$21,618	256	30.90%	1,965	22.10%
Robertson	34.7	$39,980	3,344	20.50%	12,597	17.90%
Rutherford	30.1	$50,337	16,966	17.60%	43,475	16.70%
Sumner	35.3	$40,268	13,537	13.00%	26,596	15.00%
Williamson	37.3	$81,432	28,996	7.30%	10,361	5.20%
Wilson	36.3	$41,051	7,283	17.70%	16,796	13.80%
Service area Total	40.15	$34,232	121,320	22.27%	316,978	18.27%
TN Total	38.3	$55,459	370,798	17.80%	1,366,295	20%

B. *Describe the special needs of the service population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.*

Response: The agency services all types of patients including the elderly, women, racial and ethnic minorities, low income groups and those with health disparities. The Medicare population which is primarily elderly is provided with intermittent care from a variety of disciplines such as nursing, therapy, medical social services and home health aide services. The patient population with TennCare which are low-income or those patients with catastrophic health issues are provided with intermittent as well as private duty and personal care services. The agency services pediatric as well as adult patients including patients with special needs such as ventilator care and infusion therapy. The proposed project will include the continuation of care to these same populations of patients and provision of this variety of services.

Section C, Need, Item 5

Describe the existing or certified services, including approved but unimplemented CONs, of similar institutions in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. Be sure to list each institution and its utilization and/or occupancy individually.

Response: See below the utilization trends including total patients served obtained from data on the most recent 3 years of JAR reports for licensed home health agencies in the Maxlife current service are.

Utilization of other agencies in the services area

Agency (base County)	counties served	2013	2014	2015	% of change from 2013-2015
Alere Women's and Children's Health (Davidson)	8	202	186	196	1%
Amedysis (Cumberland Bend - Davidson)	10	23	210	638	70%
Amedysis (Glen Echo - Davidson)	11	2008	1508	1205	-17%
Amedysis Home Health Services (Davidson)	8	5182	2148	1634	-39%
Amedysis (Rutherford)	8	661	535	1265	24%
Amedysis (Franklin)	1	1150	1002	909	-7.80%
Angel Private Duty & Home Health (Davidson)	8	123	79	37	-35.90%
Corum CVS Specialty Infusion (Davidson)	12	11	26	36	34%
Elk Valley Health Services (Davidson)	18	277	293	457	17.50%
Friendship Home Healthcare (Davidson)	10	845	745	631	-9.60%
Homecare Solutions (Davidson)	15	1930	1689	1813	-2.10%
Home Health Care of Middle Tennessee (Davidson)	9	2963	2975	2998	0.20%
Intrepid (Davidson)	9	766	1389	1146	11.50%
Intrepid (Warren)	4	822	804	843	0.80%
Vanderbilt Community & Home Services (Davidson)	9	1879	1700	1907	0.50%
Willowbrook Home Health Care (Davidson)	14	1565	1283	1512	-1.20%
Tennessee Quality Homecare (Decatur)	11	1080	988	1043	-1.10%
Volunteer of West TN (Decatur)	8	1534	1797	1833	5.70%
CareSouth HHA Holdings of Winchester (Franklin)	10	2030	2444	2581	7.80%
Regional Home Care (Lexington - Henderson)	9	569	582	1164	25.70%
Henry Co. Medical Center (Henry)	4	363	408	428	5.40%
St. Thomas Hickman Com HH (Hickman)	6	214	311	370	17.40%
Maury Regional HH (Maury)	7	1,151	1,553	1,489	8%
NHC Home Care (Maury)	12	2,408	2,591	2,517	1.40%
Guardian HC (Williamson)	9	1,370	1,668	1,810	9%
Vanderbilt HC/Walgreens (Williamson)	15	67	135	309	47.30%
Deaconess Homecare (Wilson)	8	1,222	1,706	956	-6.80%
Deaconess Homecare (Hardin)	6	1,330	2,122	1,120	-4.50%
Deaconess Homecare (Lincoln)	5	842	1,294	731	-3.80%
Gentiva Health Services (Davidson)	8	1,003	831	869	-4.90%
Quality First HC (Maury)	3	923	1,023	1,133	6.80%
Lincoln Medical HH (Lincoln)	1	348	339	396	4.40%

Continuous Care Davidson)	6	407	170	163	-59.95%
Maxim Healthcare Services (Davidson)	7	106	110	143	25.87%
SunCrest Home Health (Davidson)	7	5,490	4,624	4,502	17.99%
Gateway HH (Montgomery)	3	949	1,340	1,081	-12.21%
SunCrest Home Health (Montgomery)	6	587	1,276	864	32.06%
Lifeline HHC (Robertson)	4	428	160	277	-35.28%
NHC HC (Robertson)	4	1,332	1,842	2,000	33.40%
Gentiva (Wilson)	7	1,380	1,203	1,109	-19.63%
Highpoint HC (Sumner)	4	855	816	1,103	22.48
Intrepid (Warren)	3	822	804	843	2.49%
American National HH (Wilson)	3	311	305	224	-27.97%
Vanderbilt HC services (Davidson)	7	1,812	1,590	1,788	-1.32%
SunCrest HH (Dekalb)	1	1,568	2,485	2,663	41.11%
Highland Rim HH (Putnam)	1	574	497	549	-4.35%
NHC HH (Rutherford)	4	3,776	4,180	4,270	11.56%
Health at Home (Williamson)	1	58	125	118	50.84%
Tenn Quality HC-NW (Benton)	3	1,164	1,173	1,381	15.71%
Premier HH (Davidson)	1	87	81	79	9.91%
Baptist Mem HC & h (Carroll)	2	262	283	263	0.38%
NHC (Gibson)	1	569	655	666	17.04%
Amedysis (Madison)	3	2,741	2,541	2,702	0
Extendicare HH of West TN (Madison)	3	1,085	832	1,196	9.28%
Intrepid HH (Madison)	3	422	507	533	20.82%
Medical Center HH (Madison)	3	1,706	1,098	1,539	-9.78%
Regional HH (Madison)	3	1,164	1,863	1,805	35.51%
Magnolia Reg HC H & H (only counties in TN)	2	43	35	60	28.33%
Volunteer HC (Gibson)	1	3,041	2,995	2,842	-6.54%
NHC (Fayette)	1	226	301	421	46.31%
Heritage HH (Bedford)	1	241	421	485	50.30%
Gentiva(coffee)	1	424	320	301	-29.00%
SunCrest (Coffee)	1	1,588	1,665	891	-43.89%
CareAll (Weakley)	1	2,036	2,337	1,368	-32.80%
CareAll (Haywood)	3	1,556	1,726	786	-49.48%
CareAll(Davidson)	8	1,562	1,665	891	-42.95

TN.gov JAR

Maxlife Section C, Need, Item 5 continued
Total Home Health Trends by County of Residence

County	2012 JAR Total Residents Served	2013 JAR Total Residents Served	2014 JAR Total Residents Served	2012-2014 % change
Davidson	13,874	14,910	14,105	0.50%
Maury	2,415	2,410	2,764	4.50%
Giles	1,336	1,001	1,019	-9.40%
Lewis	414	402	423	0.70%
Hickman	607	725	698	4.40%
Lawrence	1,456	1,667	1,753	6%
Wayne	547	640	818	3.50%
Cheatham	803	772	802	-0.04%
Decatur	545	638	639	5.10%
Hardin	1,035	1,157	1,221	4.60%
Humphreys	736	803	715	-0.90%
McNairy	1,038	1,089	1,354	9.00%
Perry	244	258	299	6.80%
Robertson	1,781	1,738	1,631	-2.90%
Rutherford	4,841	5,503	4,945	0.60%
Sumner	3,925	4,159	3,717	-1.70%
Williamson	2,730	2,813	3,044	3.60%
Wilson	3,115	3,727	3,150	0.35%

Current JAR summary for Home Health Agencies unavailable

Section C, Need, item 6

Provide applicable utilization and/or occupancy statistics for your institution for each of the past 3 years and the projected annual utilization for each of the two years following the completion of the project.

Response: See the graph below with utilization trends for Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services which includes patients served from each of the last 3 years Jar reports by county and for each of the (2) two years following completion of the project. The project methodology was provided through a comparison of current trends in patient census as these counts compare to previous years.

County	2013 JAR patients served	2014 JAR patients served	2015 JAR patients served	2017 projected patients	2018 projected patients
Maury (surrendered area)	156	197	184	0	0
Giles (surrendered area	33	42	52	0	0
Lewis (surrendered area)	13	19	11	0	0
Hickman (surrendered area)	20	24	20	0	0
Lawrence (surrendered area)	189	246	162	0	0
Wayne (surrendered area)	23	44	39	0	0
Davidson	0	1	0	52	55
Cheatham	0	0	0	5	5
Decatur	9	12	7	3	3
Hardin (covered by sister agency, Professional)	58	162	107	0	0
McNairy (covered by sister agency, Professional)	0	2	14	0	0
Perry	14	12	8	5	5
Robertson	0	0	0	3	3
Rutherford	0	0	0	4	4
Sumner	0	0	0	12	13
Williamson	2	5	8	6	6
Wilson	0	0	0	6	6
Humphreys (covered by sister agency, University)	92	108	0	0	0
Total patients	609	874	612	96	100

Methodology used for the census projections for 2017 include the census in the remaining service area that are the current trend for VIP

The plan includes Maxlife absorbing the private duty, personal care/waiver, and workers compensation hourly business

in the remaining service area that overlaps with VIP. The projection for 2018 is a 5% increase from 2017.

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PROJECT COSTS CHART

A.	Construction and equipment acquired by purchase:	
1.	Architectural and Engineering Fees	
2.	Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	$3,000
3.	Acquisition of Site	
4.	Preparation of Site	
5.	Construction Costs	
6.	Contingency Fund	
7.	Fixed Equipment (Not included in Construction Contract)	
8.	Moveable Equipment (List all equipment over $50,000)	
9.	Other (Specify) moving, Misc. organizational cost	$10,000
B.	Acquisition by gift, donation, or lease:	
1.	Facility (inclusive of building and land)	$39,054.88
2.	Building only	
3.	Land only	
4.	Equipment (Specify)	
5.	Other (Specify)	
C.	Financing Costs and Fees:	
1.	Interim Financing	
2.	Underwriting Costs	
3.	Reserve for One Year's Debt Service	
4.	Other (Specify)	
D.	Estimated Project Cost (A+B+C)	$52,054.88
E.	CON Filing Fee	$15,000
F.	Total Estimated Project Cost (D+E)	
	TOTAL	$67,054.88

Section C: Economic Feasibility
Item 2:
Identify the funding sources for this project.
Response: E. Cash reserves- see attached documentation from CEO.

Item 3:
Discuss and document the reasonableness of the proposed project cost. If applicable, compare the cost per square foot of construction to similar projects recently approved by the health Services and Development Agency.
Response: This project involves no construction, real or personal property acquisition or initiation of new services. This project involves the change of the principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN 37211, Davidson County with the transfer of the service area of the six (6) counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services to VIP Home Nursing and Rehabilitation Service, LLC for the purpose of company cost and operational enhancement.

Item 4:
Complete Historical and Projected Data Charts on the following two pages. Historical Data chart represents revenue and expense information for the last three (3) years for which complete data is available for the institution. Project Data Chart requests information for the two (2) years following the completion of this proposal. Project Data Chart should reflect revenue and expense projections for the PROPOSAL ONLY.
Response: See attached Historical Data Charts for 2013, 2014, 2015, and Projected Data Charts for 2017, and 2018.

Item 5:
Please identify the projects average gross charge, average deduction from operating revenue, and average net change.
Response: There should be no change in the average gross charge, average deduction from operating revenue, or average net change as a result of this proposed project.

Item 6:

a. *Please provide the current and proposed charge schedules for the proposal. Discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the proposed project and the impact on existing patient charges.*
   Response: SN-$170.00/visit
   SN Evaluation-$260.00/visit
   Therapies (PT, OT, ST)-$225.00/visit
   Therapy Evaluation (PT, OT, ST)-$340.00/visit
   MSW- $350.00/visit
   Home Health Aide- $75.00/visit
   CNT-$35.00/hour
   Pediatric CNT Hourly-$40.00/hour
   SN Hourly-$80.00/hour
   Hi Tech SN Hourly-$90.00/hour
   Sitter/Companion-$25.00/hour

There is no anticipated change in rates due to the proposed project. This change will have no impact on revenue or on existing patient charges.

b. *Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Service and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).*
Response: See chart below of home health agencies providing services in the same area as Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services and cost per visit/reimbursement as reported on the most current JAR. (Charge schedules are not recorded on the JAR report)

Maxlife Cost per visit comparison with other agencies in the current service area

Agency	HH aide	MSS	OT	PT	SNC	ST
Maury Regional HH	$50	$500	$288	$191	$175	$277
NHC Homecare	$44	$108	$158	$135	$96	$295
Quality First HC	$45	$180	$125	$117	$91	$117
Alere W & C Health	none reported					
Amedysis cumb bend	$14	$73	$78	$70	$53	$91
Amedysis Glen Echo	$24	$65	$74	$73	$59	$98
Amedysis HHS	$11	$95	$88	$89	$79	$84
Continuous Care Services	$80	$185	$165	$165	$145	$165
Elk Valley Health	$40	0	$0	$0	$79	$0
Friendship HHC	$74	$697	$278	$225	$152	9%
Gentiva	$41	$415	$162	$158	$115	$199
Home Care Solutions	$58	$193	$165	$163	$102	$190
Angel PD & HH	$153	0	0	$84	$320	0
Home Health Care Mid TN	$49	$267	$111	$117	$136	$85
Intrepid	$94	$180	$161	$140	$126	$154
Vanderbuilt Community HS	$85	$225	$200	$200	$175	$200
Willow brook HH	$93	$563	$238	$194	$205	$206
Tennessee Quality HC	$26	$715	$145	$128	$60	$154
Volunteer HH	$34	$229	$233	$134	$79	$147
CareSouth HHA Winchester	$48	$237	$81	$75	$59	$85
Regional HH Lex	$25	$165	$90	$75	$60	$100
Henry Co MC HH	$46	$163	$176	$176	$188	$148
St. Thomas HH Hickman Com	$87	105%	$105	$105	$95	$110
Lincoln Med center HH	$70	$230	$160	$170	$140	$180
Gaurdian HC of Nashville	$30	$160	$66	$88	$65	$57
Amedysis HHC Rutherford	$17	$56	$81	$79	$50	$75
Vanderbuilt/Walgreens	0	0	0	0	$180	0
Deacones Lincoln	$48	$158	$371	$185	$104	$108

Amedysis Franklin	$24	$237	$81	$75	$59	$85
Coram CVS Infusion	none reported					
Hardin Co MC HH	$62	$273	$0	$125	$116	$0
VIP CareAll Davidson	$29	$103	$121	$98	$68	$153
Continuous Care Services	$0	$111	$119	$117	$263	$114
Maxim HC Services	$0	$0	$0	$0	$102	$0
SunCrest Davidson	$45	$182	$116	$119	$82	$125
Gateway HH Clarksville	$35	$223	$105	$112	$91	$375
Suncrest Montgomery	$39	$72	$142	$135	$98	$128
Lifeline HHC (Robertson	$65	$310	$240	$165	$108	$169
NHC (Robertson	$49	$112	$162	$141	$91	$345
Gentiva (Wilson)	$69	$166	$154	$144	$117	$175
Highpoint HC Sumner	$82	$64	$116	$105	$133	$561
Intrepid (Warren)	$37	$178	$136	$142	$108	$156
American national HH Wilson	$42	$131	$127	$140	$103	$140
Vanderbuilt HHC Services	$150	$256	$216	$191	$180	$188
Suncrest Dekalb	$43	$211	$193	$187	$130	$286
Highland Rim HH (Putnam)	$80	$200	$155	$155	$135	$0
NHC Rutherford	$47	$129	$187	$156	$100	$354
Health at Home (Williamson)	$25	$0	$90	$88	$192	$103
Tennessee Quality HC Northwest	$75	$121	$109	$94	$52	$118
Premiere HH	$0	$0	$0	$221	$121	$117
Baptist Mem HC and Hospice	$100	$4,080	$0	$194	$204	$337
NHC (Gibson)	$38	$121	$142	$146	$91	$140
Amedysis(Madison)	$17	$74	$72	$65	$46	$82
Extendicare of West TN	$50	$171	$209	$154	$100	$211
Intrepid (Madison)	$46	$129	$141	$130	$136	$0
Medical Center HH	$49	$177	$202	$167	$97	$299
Regional HH-Jackson	$35	$95	$119	$120	$80	$110
Magnolia Regional H & H	$170	$91	$0	$99	$178	$10
Volunteer HC (Gibson)	$55	$171	$125	$127	$105	$267
NHC (Fayette)	$41	$149	$151	$153	$111	$236
Heritage HH (Bedford)	$40	$107	$93	$87	$64	$93
Gentiva (Coffee)	$40	$201	$273	$189	$121	$212
Suncrest (Coffee)	$35	$121	$119	$119	$81	$120
CareAll (Weakley)	$34	$336	$0	$107	$83	$160
CareAll (Haywood)	$30	$312	$0	$107	$82	$0
CareAll Maxlife (Maury)	$40	$260	$185	$141	$101	$0

Item 7:
Discuss how projected utilization rates will be sufficient to maintain cost-effectiveness.
Response: The projected utilization rates will be sufficient to maintain cost–effectiveness for Maxlife @ Home of Tennessee, LLC with the surrender of the six county area to the sister agency of VIP Home Nursing and Rehabilitation Service, LLC and the move of the principle office from Maury county to Davidson County . With the proposed changes of this project, Maxlife at Home of Tennessee, LLC is seeking to shift the focus of their services to the private duty and home and community based waiver hourly services as well as worker comp services. As a result utilization is proposed to increase in the hourly services but decrease in the intermittent per visit services.

Item 8:
Discuss how financial viability will be ensured within two years: and demonstrate the availability of cash flow until financial viability is achieved.
Response: The Agency's current financial viability will be ensured with cash reserves. The total project cost is estimated at $67,054.88 which will be payable from cash reserves and cash flow will not be affected. See letter from CEO, regarding cash reserves, attached as Attachment C-Economic Feasibility - Item 2. The major portion of the project is the cost of the 3 year lease option at $39,054.88 in the proposed location. The current lease for the principle office for Maxlife is at a cost of $57,600 for the same three year period. A cost reduction of $18,546 will result from the move proposed by this project.

Item 9:
Discuss the projects participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid, and medically indigent patients will be served by the project. In addition, report the estimated dollar amount of revenue and percentage of total project revenue anticipated from each of TennCare, Medicare or other state and federal sources for the proposal's first year of operation.
Response: The Agency is Medicare certified and participates in the TennCare program. The agency contracts with BlueCare/TennCare Select and Amerigroup for services. The Agency proposes to continue to serve this population pf patient under these payer sources including the medically indigent patients.

Maxlife projected revenue amounts for government payers
and % of total project revenue for 2017

Medicare	17,400	2%
TennCare	834,925	94%
Total	891,000	100%

Item 10:
Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For new projects, provide financial information for the corporation, partnership, or principal parties involved with the project. Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as Attachment C, Economic Feasibility –Item 10.
Response: Balance sheet and other financial statements as of June 30, 2016 are attached as Attachment C-Economic Feasibility- Item 10.

Item 11:
Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:

a. *A discussion regarding the availability of less costly, more effective, and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, the applicant should justify why not; including reasons as to why they were rejected.*
Response: The alternative would be to leave the service areas of the two agencies of Maxlife and VIP as they are currently distributed. This alternative would not provide the necessary cost and organization enhancements that are projected with this proposed change.

b. *The applicant should document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements. It should be documented that superior alternatives have been implemented to the maximum extent practicable.*
Response: There is no new construction involved in this project. This project is considered superior to the alternative and is a modernization and sharing arrangement. This project will provide the opportunity for cost and organizational enhancements for the company and streamline operations for better continuity of services at a reduced cost in the Middle Tennessee service area.

Section C: Contribution to the Orderly Development of Health Care

1. *List all existing health care providers (e.g. hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/ or working relationships, e.g., transfer agreements, contractual agreements for health services.*
   Response: See attached list of organizations and payer sources for which MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services has agreements.

2. *Describe the positive and/or negative effects of the proposal on the health care system. Please be sure to discuss any instances of duplication or competition arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service are of the project.*
   Response: The project proposal should have no negative effect on the health care system in the area. The transfer of the six (6) counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from MaxLife to VIP will provide no additions, duplication or competition arising from this project. This project involves no additional services to the existing service area. The utilization rates of existing providers in the service area should not be affected due to this project due to the fact that this project proposes no change to the service area or change in services provided by CareAll.

3. *Provide the current and/or anticipated staffing pattern for all employees providing patient care for the project. This can be reported using FTEs for these positions. Additionally, please compare the clinical staff salaries in the proposal to prevailing wage patterns in the service area as published by the Tennessee department of Labor & Workforce Development and/ or other documented sources.*
   Response: See attached schedule of staff FTE's for each staff position, current and proposed. The net change proposed for FTEs and the average agency annual wage for each position as compared to the state annual wage for each professional position and overall annual wage for the service area.

Position	No. of Full Time Equivalent Employees	Current Year	Proposed Year	Applicant's Planned Salary/Wage Range	Prevailing Wage for this type of employee*
Administrator	1	1	0.2	$76.500.06	$67,369.00
Director of Patient Services	1	1	0.5	$75,000.00	$77,190.00
Staff LPNs	2	2	2	$27,040.00	$37,865.00
Staff HHA/CNA	4	4	4	$21,234.90	$18,742.00
Field RN RN Case Manager Office Coordinator Staffing Coordinator	0 1.25 1 1	0 1.25 1 1	0 1.25 0.5 0.5	$52,000.00 $53,040.00 $28,080.00 $24,440.00	$56,083.00 $56,083.00 $30,951.00 $30,951.00
Total	11.25	11.25	8.95	$44,666.87	$46,903.13

4. *Discuss the availability of and the accessibility to human resources required by the proposal, including adequate professional staff, as per the Department of health, the department of Mental Health and Developmental Disabilities, and/or the Division of Mental Retardation Services licensing requirements.*
   Response: Adequate professional and support staff will continue to be available and accessible to provide the services needed to the agency. The field staff availability will not change and will have better accessibility to the administrative staff with the organizational enhancement of this proposed project. The consolidation of this six county area will promote improved continuity between administrative and field staff resulting in better management of patient care in the Middle Tennessee service area. The staff is currently and will remain with this project proposal in accordance with the standards of the Department of Health for Home Health Agencies licensing requirements.

5. *Verify that the applicant has reviewed and understands all licensing certification as required by the State of Tennessee for medical/clinical staff. These include, without limitation, regulations concerning physician supervision, credentialing, admission privileges, quality assurance policies and programs, utilization review policies and programs, record keeping, and staff education.*

   Response: See attached agency policies addressing each of the requested licensing certification requirements.

6. *Discuss your health care institution's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).*

   Response: See attached Agency policies on the Student Preceptor Program.

7. *a. Please verify, as applicable, that the applicant has reviewed and understands the licensure requirements of the Department of Health, the Department of Mental Health and Developmental Disabilities, the Division of Mental Retardation Services, and/or any applicable Medicare requirements.*

Response: Please see attached policy from the Agency's Policy and Procedure Manual on Regulatory Requirements.

b. Please provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.
Licensure: ***Response:*** State of Tennessee, Department of Health, Board of Licensing Health Care Facilities.
Certification: ***Response:*** MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services is Medicare and Medicaid certification.
Accreditation: ***Response:*** MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services has no accreditation.

c. If an existing institution, please describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility.
Response: See attached copy of the current facility license. Also see attached the current revalidation certification from Medicare and Medicaid.

d. For existing licensed providers, document that all deficiencies (if any) cited in the last licensure certification and inspection have been addressed through an approved plan of correction. Please include a copy of the most recent licensure/certification inspection with an approved plan of correction.
Response: Please see the attached copy of the most recent licensure/certification inspection with the approved plan of correction.

8. *Document and explain any final orders or judgments entered in any state or country by a licensing agency or court against professional licenses held by the applicant or any entities or persons with more than 5% ownership interest in the applicant. Such information is to be provided for licenses regardless of whether such license is currently held.*
Response: No final orders or judgments entered against professional licenses held by the applicant or any entity or persons with more than 5% ownership interest in this applicant.

9. *Identify and explain any final civil or criminal judgments for fraud or theft against any person or entity with more than a 5% ownership interest in the project.*
Response: No final civil or criminal judgments for fraud or theft against any person or entity with more than 5% ownership interest in this project.

10. *If the proposal is approved, please discuss whether the applicant will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number and type of procedures performed, and or other data as required.*
Response: The agency will provide the JAR data annually which will include the number of patients treated, and the number and type of visits performed. The Agency will provide any requested data from the Tennessee Health Services and Development Agency.

Section A, Applicant profile, item 3

4384 0157

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

For Office Use Only

RECEIVED
02 JAN -4 PM 12:15
SECRETARY OF STATE
CHARTER/FILING SECTION

The undersigned acting as organizer(s) of a Limited Liability Company under the provisions of the Tennessee Limited Liability Company Act, § 48-205-101, adopts the following Articles of Organization.

1. The name of the Limited Liability Company is:
MaxLife @ Home of Tennessee, LLC

(NOTE: Pursuant to the provisions of § 48-207-101, each limited liability company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
Raj Kaushal
(Name)
5341 Virginia Way — Brentwood — TN 37027
(Street Address) — *(City)* — *(State/Zip Code)*
Williamson
(County)

3. List the name and complete address of each organizer of this Limited Liability Company.
Raj Kaushal — 5341 Virginia Way Brentwood, TN 37027
(Name) — *(Include: Street Address, City, State and Zip Code)*
(Name) — *(Street Address, City, State and Zip Code)*
(Name) — *(Street Address, City, State and Zip Code)*

4. The Limited Liability Company will be: *(NOTE: PLEASE MARK APPLICABLE BOX)*
☐ Board Managed ☒ Member Managed

5. Number of members at the date of filing 2

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
Date _____, _____, Time _____ (Not to exceed 90 days.)

7. The complete address of the Limited Liability Company's principal executive office is:
5341 Virginia Way Brentwood, TN Williamson 37027
(Street Address) — *(City)* — *(State/County/Zip Code)*

8. Period of Duration: The latest date on which this company shall dissolve is 12/31/2070

9. Other Provisions:

10. THIS COMPANY IS A NON-PROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

01/03/02
Signature Date

Signature (member or person authorized to sign by the Limited Liability Company)

Chief Manager
Signer's Capacity

Raj Kaushal
Name (type or print)

SS-4219 (Rev. 7/01) Filing Fee: $50 per member (minimum fee $300, maximum fee $3,000) RDA 2458

SECRETARY'S CERTIFICATE

THIS CERTIFICATE is delivered pursuant to Section 2.3[b][3] of the Membership Interest Purchase Agreement (the "Agreement"), dated as of December 1, 2007, by and between Maxlife @ Home of Tennessee, LLC, a Tennessee limited liability company (the "*Company*"), Maxlife Acquisitions, LLC, a Tennessee limited liability company, a resident of the State of Tennessee (referred to herein as the "*Owner*"), and Molly, LLC, a Tennessee limited liability company (the *"Buyer"*).

The undersigned, being the duly elected and qualified Secretary of Buyer, hereby certifies to Owner as follows:

1. Attached as Exhibit A is a true and correct copy of the Articles of Organization of the Buyer in effect as of the date hereof.

2. Attached as Exhibit B is a true and correct copy of the Operating Agreement of the Buyer in effect as of the date hereof.

3. Attached as Exhibit C is a true and correct copy of the resolutions of the Member of the Buyer adopted at a duly called meeting or by unanimous written consent in lieu of a meeting, in accordance with applicable law and the Articles of Organization and Operating Agreement of the Buyer.

IN WITNESS WHEREOF, I hereunto set my hand this 15 day of February, 2007.

Molly, LLC, Secretary

EXHIBIT A

Articles of Organization

[attached]

ARTICLES OF ORGANIZATION

OF

Molly, LLC

The undersigned, acting as the organizer of Molly, LLC ("the Company"), a limited liability company organized pursuant to Section 48-205-101 of the Tennessee Revised Limited Liability Company Act, hereby adopts the following Articles of Organization for the Company:

1. The name of the Limited Liability Company is " **Molly, LLC** ."

2. The name and address of the Company's initial registered agent is Douglas A. Brace, Esq., Ortale, Kelley, Herbert & Crawford, 200 Fourth Avenue North, Suite 300, Nashville, TN 37219.

3. The name and address of the organizer of the Company is Douglas A. Brace, Esq., Ortale, Kelley, Herbert & Crawford, 200 Fourth Avenue North, Suite 300, Nashville, TN 37219.

4. At the date and time of formation, there are two (2) members of the Company.

5. The complete address of the Company's principal executive office is 6440 Edinburgh Drive, Nashville, TN 37221.

6. The Company will be Member Managed.

10. The existence of the Company is to begin on the filing of the Articles.

11. No member is personally liable for any of the debts, obligations and liabilities of the Company.

Dated: February 12, 2007.

_____, Organizer
Douglas A. Brace, Esq.
Ortale, Kelley, Herbert & Crawford
200 Fourth Avenue North, Suite 300
Nashville, Tennessee 37219

EXHIBIT B

Operating Agreement

[attached]

OPERATING AGREEMENT

OF

Molly, LLC
(Member Managed)

THIS OPERATING AGREEMENT ("Agreement") is made and adopted as of the 15 day of February, 2007 as the Operating Agreement of Molly, LLC, a Tennessee limited liability company, by and among each person named as a Member on Exhibit "A" attached hereto and all other persons who may hereafter become Members (as defined below).

ARTICLE I
DEFINITIONS

As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Act" shall mean the Tennessee Limited Liability Company Act, T.C.A. 48-201-101 et seq., as amended from time to time.

"Affiliate" shall mean, as to a specific person or entity, a person or entity that directly, or indirectly, controls, is controlled by, or under common control with, such person or entity.

"Agreement" shall mean this Operating Agreement, as amended or restated from time to time.

"Articles" shall mean the Articles of Organization of the Company, as filed with the Secretary of State of Tennessee, as amended or restated from time to time.

"Assignee" shall mean a transferee of a Membership Interest who has not been admitted to the Company as a Member.

"Capital Account" shall mean, with respect to each Member, the Capital Account maintained for such Member to which there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 7.4 or Section 7.5 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member, and to which there shall be debited the amount of cash and the value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 7.4 or Section 7.5 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

In the event all or a portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest.

In determining the amount of any liability for purposes of the foregoing, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be

interpreted and applied in a manner consistent with such Regulations. In the event the Company shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Company may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 16.3 hereof upon the dissolution of the Company. The President also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Contribution" shall mean, with respect to any Member, the amount of money and the value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall mean Molly, LLC, the limited liability company formed under this Agreement pursuant to the Act.

"Financial Rights" shall mean a Member's rights to share in profits and losses, distributions, and to receive interim distributions and liquidation distributions as provided in this Agreement and the Act.

"Fiscal Year" shall mean the twelve-month period selected by the Company as its annual accounting period.

"Governance Rights" shall mean all of a Member's rights as a member in the Company other than Financial Rights and the right to assign Financial Rights.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the other Members;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, from time to time as required by Regulation Section 1.704-1(b).

"Immediate Family" shall mean, with respect to a Member his spouse, children, grandchildren, and parents.

"Majority in Interest" shall mean the Percentage Interest(s) of one or more Members which (taken together if more than one) exceed fifty percent (50%) of all Percentage Interests.

"Managers" shall mean, collectively, the President, the Secretary, and each other manager elected by the Members. "Manager" shall mean, individually, any such person.

"Member" shall mean each of the Members identified on Exhibit "A" attached hereto and made a part hereof by this reference who have executed this Agreement and each of the parties who may hereafter become Members.

"Membership Interest" shall mean, with respect to each Member, such Member's interest in the Company consisting of such Member's Financial Rights and right to assign Financial Rights as provided herein, and such Member's Governance Rights, and right to assign Governance Rights as provided herein.

"Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Members. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the preceding sentence.

"Net Profits" or **"Net Losses"** shall mean, for each fiscal year of the Company, an amount equal to the Company's taxable income or loss for such year determined in accordance with Code Section 703(a), including, for such purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1).

"Percentage Interest" means, with respect to any Member, as of any date, the ratio (expressed as a percentage) of such Member's Capital Account on such date to the aggregate Capital Accounts of all Members on such date, such Capital Accounts to be determined after giving effect to all contributions, distributions, and allocations for all periods ending on or prior to such date. The initial Percentage Interest of each Member is set forth on Exhibit A hereto. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Membership Interest.

"Permitted Transferee" shall mean any member of a Member's Immediate Family, or an Affiliate of such Member or such Member's Immediate Family.

"Property" shall mean all property, real or personal, tangible or intangible, including money and any legal or equitable interest in property owned by the Company.

"Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time.

"Related Person" shall mean a person having a relationship to a Member that is described in 1.752-4(b) of the Regulations.

ARTICLE II
FORMATION

Section 2.1 Articles of Organization. The date of formation and existence of the Company shall be the date of filing of the Articles with the Secretary of State of Tennessee.

Section 2.2 Name. The name of the Company is Molly, LLC. All business of the Company shall be conducted under that name or under any other name adopted by the Members in accordance with the Act.

Section 2.3 Principal Place of Business. The principal place of business of the Company within the State of Tennessee shall be 6440 Edinburgh Drive, Nashville, TN 37221.

The Company may locate to, and have such other, places of business and registered office as the Members or the President shall, from time to time, deem advisable.

ARTICLE III
BUSINESS OF COMPANY

Section 3.1 Permitted Business. The business of the Company shall be any business permitted within the laws of the State for which it does business.

Section 3.2 No Limitation. Except as specifically limited in the Articles, the Company may engage in the specific activities set forth in Section 3.1 and any and all other lawful business activities whatsoever, or which shall be conducive to or expedient for the protection or benefit of the Company or its Property, and the Company may exercise all powers necessary to, connected with, or incident to the accomplishment of any business that may lawfully be conducted by limited liability companies under the Act.

ARTICLE IV
ACCOUNTING, RECORDS AND REPORTS

Section 4.1 Books and Records. Proper and complete books and records of account shall be kept by the Company. The records and information required under Section 48-228-101 of the Act shall at all times be maintained at the principal executive office of the Company. Each Member, or his agent or attorney, shall be entitled to inspect and copy, during regular business hours, all such required records, upon written notice of such demand given at least five (5) days before the date such Member wishes to inspect and/or copy such records. The Company shall furnish a list of the names and addresses of, and Membership Interests held by, all Members to any Member who requests such a list in writing for any proper purpose. The cost of furnishing such list shall be borne by the requesting Member.

Section 4.2 Tax Information. Within ninety (90) days after the end of each fiscal year, the Company shall send to each holder of a Membership Interest in the Company at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such holder of his federal income tax return, and state income and other tax returns with regard to jurisdictions in which the Company is formed or qualified.

Section 4.3 Financial Statements. Each of the Members shall have access to true and full information regarding the status of the Company's business and financial condition, to the full extent provided for in Section 48-228-202 of the Act.

Section 4.4 Tax Matters Member. The Tax Matters Member is responsible for all administrative and judicial proceedings for the assessment and collection of tax deficiencies or the refund of tax overpayments arising out of a Member's distributive share of items of income, deduction, credit and/or of any other Company item (as that term is defined in the Code or in regulations issued by the Internal Revenue Service) allocated to the Members affecting any Member's tax liability.

The Tax Matters Member shall promptly give notice to all Members of any administrative or judicial proceeding pending before the Internal Revenue Service involving any Company item and the progress of any such proceeding. Such notice shall be in compliance with such regulations as are issued by the Internal Revenue Service.

The Tax Matters Member shall have all the powers provided to a tax matters partner in Sections 6221 through 6233 of the Code, including the specific power to extend the statute of limitations with respect to any matter which is attributable to any Company item or affecting any item pending before the Internal Revenue Service and to select the forum to litigate any tax issue or liability arising from Company items.

The Tax Matters Member shall be the Member designated as such on Exhibit A. The Tax Matters Member may resign his position by giving thirty (30) days written notice to all Members, whereupon the Members shall designate a new Tax Matters Member.

The Tax Matters Member shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the Company.

ARTICLE V
MEMBERSHIP INTERESTS

Section 5.1 Membership Interests.

The (a) (i) identity of all of the Members and the Membership Interests held by each, and (ii) the identity of all persons or entities bound by a contribution agreement or the owner of a contribution allowance agreement and the Membership Interest that will be acquired upon the satisfaction of the terms of such agreements, and (b) The amount of cash and a description and statement of the agreed value of any other Property or services contributed for each Membership Interest, or the amount and value of any contributions which any Member or potential Member has agreed to contribute and the time or times or events on the happening of which such contributions will be made pursuant to any contribution agreement or contribution allowance agreement, are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein, which shall be promptly amended as necessary, under the Act, to reflect any changes in such information.

ARTICLE VI
CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 6.1 Initial Contributions. Each Member has made, or shall make, the initial Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A. If no time for contribution is specified, such initial Capital Contributions shall be made upon the filing of the Articles of Organization with the Secretary of State.

Section 6.2 No Interest on or Demand for Return of Contributions. No Member shall be entitled to receive any interest on his or its Capital Contributions or Capital Account balance, or to have the right to demand the return of his or its contribution to the capital of the Company. No Member shall have the right to demand receipt of Property other than cash in return for such Member's Capital Contribution.

Section 6.3 Contribution Allowance Agreement. The amount and value of any contributions which any Member or potential Member has the right pursuant to a contribution allowance agreement to contribute and the time or times at which (or events on the happening of which) such contribution must be made or the right lapses are as set forth in Exhibit A.

Section 6.4 Additional Funds and Adjustments.

(a) Call for Funds. The Members recognize that the Company may require additional funds to pay the costs of conducting its business and operating its properties. If, in the judgment of a majority in interest of the Members, additional capital funds are required to pay such costs, the additional funds shall be called for by the Company (the "Call for Funds") and shall be contributed by the Members in proportion to their Percentage Interests. As used above, the term "costs" shall include, without limitation: principal and interest payments on Company loans, whether or not secured by mortgages on Company properties; additional capital investments; costs of construction, development and maintenance of improvements; insurance premiums; and real estate or other taxes, assessments, and other governmental charges.

(b) Default by Members. In the event a Member is unable or unwilling to make any or all of his proportionate contribution upon a Call for Funds (the "Defaulting Member"), upon notice to such Defaulting Member from the Company of such default and the lapse of thirty (30) days from the date of such notice without the Defaulting Member curing the default, then, in addition to such other rights and remedies as may otherwise be available to the Company or the nondefaulting Member(s), the nondefaulting Member(s) may, at his/her/their election (exercisable at any time subsequent to thirty (30) days from the date of the aforedescribed notice), do one (or none) of the following:

(i) The nondefaulting Member(s) may acquire the entire interest of the Defaulting Member in the Company in exchange for (A) the assumption by the nondefaulting Member(s) of the defaulted obligation of the Defaulting Member, and all further obligations of the Defaulting Member to contribute to the Company, and (B) the payment to the Defaulting Member of the value of such Defaulting Member's Capital Contribution to the Company (as reflected in the Company's records) less the defaulted obligation(s) of the Defaulting Member assumed hereunder or previously advanced pursuant to paragraph (ii) hereof and less the cumulative amount of money and value of any Property (other than money) distributed to such Member pursuant to Section 8.1 hereof as of such date (as reflected in the Company's records), such payment to be made in cash within fifteen (15) days after the election of the nondefaulting Members to acquire the interest of the Defaulting Member hereunder.

(ii) The nondefaulting Member(s) may advance to the Company the funds required of the Defaulting Member pursuant to the Call for Funds as a personal loan by the nondefaulting Member(s) to the Defaulting Member. Such loan shall bear interest at a rate equal to the highest lawful rate from time to time. In such event, all distributions or other payments from the Company which would otherwise be distributed to the Defaulting Member shall be distributed first in order to reduce interest and then principal under such loan. If such loan is not repaid, together with all accrued interest thereon, within six (6) months of the date such funds are advanced by the nondefaulting Member(s) for the benefit of the Defaulting Member, then the nondefaulting Member(s) shall have the option to acquire the entire interest of the Defaulting Member in the Company upon giving five (5) days' written notice to that effect to the Defaulting Member. This option shall exist until such time as (A) the Defaulting Member is no longer in default as provided in this Section 6.4(b) and (B) all loans advanced by the nondefaulting Member(s) are paid in full together with all interest accrued thereon. The consideration for such purchase and the payment terms shall be as provided in paragraph (i) above.

(iii) The nondefaulting Member(s) may make a contribution in excess of its/their Percentage Interest(s), in which event the Percentage Interest of the Defaulting Member in Company capital, profits, losses and all other attributes shall be reduced to that portion which the Capital Account balance of the Defaulting Member, including any Call for Funds paid by such Defaulting Member, bears to the aggregate of all Capital Account balances, including Calls for Funds paid by all Members to the Company. The Capital Account balances of the Members shall, for this purpose, include any adjustment to the Capital Accounts following a revaluation of partnership property as required by Section 7.4 hereof.

(iv) Restricted Authority. During any period in which a Member is a Defaulting Member, such Member shall not have the authority to act on behalf of the Company and all management powers of the Company shall be vested in the nondefaulting Member(s).

(c) Appraisals. If the Members elect to fix the value of the defaulting Member's interest by appraisal, the value of such Member's Interest shall be an amount equal to his Percentage Interest multiplied by the sum of (a) the value of the Property and the improvements located thereon as determined by appraisal and (b) all other assets of the Partnership at their value as shown on the books of the Company on the date of such appraisal. The appraisal of the Property and the improvements located thereon shall be conducted by a single appraiser approved by the Company and the defaulting Member, respectively. If the Company and the defaulting Member cannot agree upon a single appraiser, the appraisal shall be conducted by three appraisers, one appraiser selected by the Company, one appraiser selected by the defaulting Member, and one appraiser selected by the other two appraisers. The total value of the Property and improvements shall be established by a majority vote of the appraisers. When the value of the Property and improvements have been established by the appraisal, the final purchase price of the Member's Interest including the value of the Property and improvements as well as all other assets of the Company shall be calculated and determined by the Company's accountants. The expense of such appraisals and calculation of value by the Company's accountants shall be borne equally by the Company and the defaulting Member. The total purchase price so established shall be final, and neither party shall have any right to appeal therefrom to the courts or otherwise, except to enforce such determination of the total purchase price. Such price shall be paid in sixty (60) equal monthly installments of principal together with interest on the unpaid principle balance at a rate equal to the highest Prime Rate as published in The Wall Street Journal, commencing thirty (30) days after the date on which the value of such Membership Interest has been determined in the manner hereinabove described.

ARTICLE VII
ALLOCATIONS

Section 7.1 Net Profits. After giving effect to the special allocations set forth in Sections 7.4 and 7.5 hereof, Net Profits for any Fiscal Year shall be allocated among the Members in accordance with their Percentage Interests.

Section 7.2 Net Losses. After giving effect to the special allocations set forth in Sections 7.4 and 7.5 hereof, Net Losses for any Fiscal Year shall be allocated among the Members in accordance with their Percentage Interests.

Section 7.3 Other Allocation Rules.

(a) In the event additional Members are admitted to the Company on different dates during any Fiscal Year, the Net Profits (or Net Losses) allocated to the Members for each such Fiscal Year shall be allocated among the Members in proportion to the relative Capital Accounts each holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the President.

(b) For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the President using any permissible method under Code Section 706 and the Regulations thereunder.

Section 7.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the President in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any person's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

Section 7.5 Distributions and Allocations in Respect to Transferred Interest. If any interest in the Company is sold, assigned, or transferred during any Fiscal Year in compliance with the provisions of this Agreement, Net Profits, Net Losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the President.

ARTICLE VIII
DISTRIBUTIONS

Section 8.1 Net Cash Flow. Except as otherwise provided in Section 15.3 hereof, Net Cash Flow, if any, shall be distributed at such times as the Members may determine in accordance with the Percentage Interests of Members.

Section 8.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VIII for all purposes under this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Member and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law, and shall allocate any such amounts to the Member with respect to which such amount was withheld.

ARTICLE IX
MEMBERS

Section 9.1 Special Meetings. Unless otherwise provided in the Articles, Special Meetings of the Members may be called by, the Secretary, the President or Members holding a majority in interest by signing, dating, and delivering to the Secretary written demand for the meeting describing the purpose or purposes for which it is to be held. Special Meetings may be held in or out of the State of Tennessee at such place as the demanding party or parties may designate, or, in the absence of such designation, at the Company's principal office; provided, that a meeting called by a Member must be held in the county where the Company's principal executive office is located or, if there is no principal executive office, in the county where the registered office is located.

Section 9.2 Notice of Meetings. Written notice of the date, time, and place of each meeting and, in the case of a Special Meeting, a statement of the purpose or purposes of the meeting, shall be given to each Member entitled to notice of such meeting not less than ten (10) days nor more than two (2) months before the meeting date; provided, however, that notice of a special meeting shall in any event be given within seven (7) days after the date that written demand(s) for such meeting by any Member is delivered to the Secretary. Unless otherwise required under the Act, the Company shall give notice only to Members entitled to vote at the meeting. Notice shall be in writing and shall be communicated by mail or private carrier. If mailed, written notice by the Company to the Members, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. If not mailed, written notice, if in a comprehensible form, shall be effective when received. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the time of adjournment. However, if a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are Members as of the new record date.

Section 9.3 Actions Without a Meeting.

(a) Unless the Articles provide otherwise, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting. Any action taken pursuant to Sections (b) or (c) hereof, shall have the effect of a meeting and vote and may be described as such in any document. Any requirement under the Act or this Agreement for action at a meeting will be satisfied by an action taken in accordance with Sections (b) and/or (c) hereof. If any provision of the Act, the Articles or this Agreement requires that notice of proposed action be given to nonvoting Members and the action is to be taken by voting Members pursuant to Sections (b) or (c) hereof, then the Company must give its nonvoting Members written notice of the proposed action at least ten (10) days before action on written consent is taken or at the same time notice is given to Members under Section (c) hereof. The notice must contain or be accompanied by the same material that would have been required to be sent to nonvoting Members in a notice of meeting at which the proposed action would have been submitted to the Members for action.

(b) To take action on written consent, a written waiver of acting at a meeting must be signed by a majority in voting power of the Members, and a written consent must be signed by Members who own Membership Interests with voting power equal to the voting power that

would be required to take the same action at a meeting of the Members at which all Members are present. The action must be evidenced by one (1) or more instruments evidencing the waiver and consent, which shall be delivered to the Secretary for inclusion in the records of the Company. All such instruments may be signed in counterparts. If not otherwise determined under Section 9.5 of this Agreement or the Act, the record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent.

(c) Except with respect to dissolution avoidance consent, the President may, acting on his own initiative, make a proposal to the Members to take an action without a meeting. All Members entitled to vote shall be given written notice of such proposal. Such notice shall require a written response within a specified time but not less than thirty (30) days from the effective date of the notice and shall contain the recommendation of the President. The failure of a Member to respond within the time specified in the notice shall constitute a vote in favor of the recommendation of the President. The notice shall contain a statement concerning the voting effect of the failure of a Member to timely respond to the proposal. Except as provided in the last sentence of this section, if the voting power of the Members responding in favor of the recommendation as to the proposal, combined with the voting power of the Members failing to respond, is equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members are present, then such proposal shall become the action of the Members of the Company effective as of the expiration of the notice period. Notwithstanding the above, if Members with twenty percent (20%) of the aggregate voting power of the Company or the class, series, or group of the Members entitled to vote on the specific matter, notify the Secretary in writing within fifteen (15) days of the giving of the notice, that a meeting should be called to consider one (1) or more of the matters on which the President has made recommendation, the vote may not be taken as provided in this section but a meeting of the Members shall be called to consider and to take action on such matter.

Section 9.4 Waiver of Notice. A Member may waive any notice required by the Articles, this Agreement or the Act. A waiver of notice by a Member entitled thereto is effective, whether given before or after the meeting or other balloting, if the notice is in writing. If a written waiver is given, the Secretary shall place such written waiver in the records of the Company. A Member's attendance at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting (or promptly upon his arrival) to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting. The Secretary shall note the objection in the minutes of the meeting.

Section 9.5 Fixing of Record Date. The President may fix the record date for one (1) or more voting groups in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote, or to take any other action. (As used in this Agreement, "voting group" shall mean all Membership Interests of one (1) or more classes or series that under the Company's Articles or the provisions of the Act are entitled to vote and be counted together collectively on a matter at a meeting of Members.) However, a record date shall not be more than seventy (70) days before the meeting or action requiring a determination of Members. If not otherwise fixed hereunder, the record date for determining Members entitled to notice of and to vote at a special Members' meeting shall be the close of business on the business day before the first notice is delivered to Members, and the record date for determining Members entitled to demand a special meeting shall be the date the first Member signs the

demand. A determination of Members entitled to notice of or vote at a Members' meeting shall be effective for any adjournment of the meeting unless the President fixes a new record date, which he must do if the meeting is adjourned to a date more than four (4) months after the date fixed for the original meeting.

Section 9.6 Quorum. Except as otherwise provided in the Act, Members holding a majority of the voting power of Membership Interests entitled to vote at a meeting are a quorum for the transaction of business. Once a Membership Interest is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 9.7 Proxies. A Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy shall be effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment shall be valid for eleven (11) months unless another period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

Section 9.8 Members' List for Meeting. After fixing a record date for a meeting, the Secretary of the Company shall prepare an alphabetical list of the names of all Members who are entitled to vote at the meeting of the Members or to take such other action on the subject of the notice. The list shall be arranged by voting group, if applicable, (and within each voting group by class or series of Membership Interests) and show the address of and Membership Interest(s) held by each Member as reflected in the records of the Company. The Members' list must be available for inspection and copying by any Member, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Company's principal executive office or at a place identified in the meeting notice in the city where the meeting will be held.

Section 9.9 Voting Entitlement to Membership Interests. Unless the Articles provide otherwise, each outstanding Membership Interest, regardless of class, shall be entitled to exercise a percentage voting power equal to that Member's Percentage Interest on each matter voted on at a Members' meeting. Only Membership Interests shall be entitled to vote. However, absent special circumstances, Membership Interests of the Company shall not be entitled to vote if they are owned, indirectly or directly, by a subsidiary of the Company, and no such Membership Interests shall be counted in determining the number of outstanding Membership Interests of the Company at any given time for all purposes related to voting on the existence of a quorum. Redeemable Membership Interests shall not be entitled to vote after notice of redemption is mailed to the holders and a sum sufficient to redeem the Membership Interests has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the Membership Interests, and no such Membership Interests shall be counted in determining the total number of outstanding Membership Interests of the Company at any given time. Membership Interests standing in the name of another corporation or limited liability company, domestic or foreign, may be voted by such officer, agent, manager or proxy as the By-Laws or operating agreement of such corporation or limited liability company may prescribe or, in the absence of a By-Law or operating agreement provision, as the Board of Directors or Governors of such corporation or limited liability company may determine, as applicable. The Company may rely on the

representation of such officer, agent, manager or proxy as to the authority unless such authority is questioned. Except where the Act requires a larger proportion, the Members shall take action by the affirmative vote of the Members holding a majority of the voting power present and entitled to vote on that item of business in a meeting in which a quorum is present.

Section 9.10 Discharge of Duties. A Member shall discharge his duties as a Member in good faith, in a manner the Member reasonably believes to be in the best interests of the Company, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A Member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one (1) or more Managers or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented; legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the person's professional or expert competence; or a committee of the Members of which the Member is not a member, if the Member reasonably believes the committee merits confidence. A Member is not acting in good faith if the Member has knowledge concerning the matter in question that makes reliance otherwise permitted by this provision unwarranted. A Member shall not be liable for any action taken as a Member, or any failure to take action, if the Member has performed the duties of the position of Member in compliance with this provision.

Section 9.11 Management of the Company. Except for the duties assigned to the Managers, President and Secretary set forth in Article X and except as provided in Section 9.13, the management and control of the Company and of its business and affairs shall rest with the Members who shall collectively exercise such rights in accordance with Sections 9.1 through 9.10 of this Article. The Members shall have all the rights and powers which may be possessed by members under the Act (as modified by this Agreement or the Articles of Organization) and all additional rights and powers as are otherwise conferred by law or which are necessary, proper, advisable or convenient to the discharge of their duties and obligations under this Agreement. Each of the Members shall vote his or her Membership Interest in his or her individual capacity and without regard to any fiduciary responsibility that he or she might owe to any other Member under this or any other instrument.

Section 9.12. Individual Member Authority. Each Member has the power under the Act to bind the Company as an agent in the normal course of business. Notwithstanding such power, any Member, other than the Managers acting within the course and scope of their authority granted in this Agreement, shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by such Member purporting to act, for or to undertake or consummate, any obligation, debt, duty or responsibility on behalf of, any other Member or the Company that has not been expressly authorized by a provision of this Agreement or a vote of the Members.

Section 9.13. Majority Decisions. The following powers with respect to the management of the affairs of the Company shall be taken only with the **unanimous** consent of the Percentage Interests;

(a) Borrowing money on the credit of the Company;

(b) Making loans or advances in any amount, guarantying obligations of any other person or entity, or making any other pledge or extension of credit;

(c) Investing the assets of the Company by the purchase of an equity or other ownership interest in any other person or entity;

(d) Entering into any purchase or contract of purchase, or sale or contract to sell, any property for or of the Company other than in the ordinary course of business of the Company;

(e) Confess any judgment against the Company, or to create, assume, incur or consent to any charge (including any mortgage or deed of trust, pledge, encumbrance or security interest of any kind) upon any property or assets of the Company;

(f) To sell, transfer, mortgage, or otherwise dispose of all or any substantial part of the Property.

9.14 Deadlock; Buy-Sell. In the event that the Percentage Interests are so divided that the Members cannot agree upon any material matter regarding the conduct of the Company's business or, in any other case, if any Member shall refuse to consent to the exercise of power set forth in Section 9.13 then a deadlock between the Members shall be deemed to have occurred. Upon the occurrence of a deadlock, and provided such purchase shall not cause the Company to be in violation of the terms of the partnership agreement of any partnership in which the Company is then a partner, the shareholder's agreement of any Corporation in which the Company is a shareholder, or the Articles or Operating Agreement of any other limited liability company in which the Company is a Member, the other Members or any of them (hereinafter referred to as the "Offeror") may offer to purchase the Membership Interest of the Member or Members refusing to consent to the exercise of such power (hereinafter referred to as the "Offeree"), at a price calculated by multiplying a total purchase price for all of the property by the Offeree's Percentage Interest. The Offeree shall then elect (a) to sell his Membership Interest at the price offered, or (b) to purchase the Membership Interest of the Offeror at a price calculated by multiplying the total purchase price for all the property used by the Offeror by the Offeror's Percentage Interest or (c) to sell his Membership Interest based on a total purchase price established by appraisal.

If the Offeree exercises his option to require the establishment of the total purchase price by appraisal, the appraisal shall be conducted in the manner prescribed in Section 6.4 hereof, and the Company shall bear the cost of the appraisal. Within thirty (30) days after the total purchase price has been determined by appraisal, the Offeree shall sell his Membership Interest to the Offeror at the price calculated by multiplying the total purchase price established by appraisal by the Offeree's Percentage Interest. Unless otherwise agreed by the parties, the purchase price shall be paid in cash.

Any purchase of the Membership Interest of a Member pursuant to this Section 9.14 shall be conditioned upon release of the Member whose interest is acquired from liability on any obligation of the Company previously endorsed or guaranteed by such Member.

ARTICLE X
MANAGERS

Section 10.1 Powers. The day to day management and control of the Company, and its business and affairs, shall be conducted or exercised by, or under the direction and authority of, the Managers. The Managers shall have the rights, powers and duties which may be possessed by managers under the Act, and such other rights, powers and duties specified in this Agreement or designated by the Members, or which are necessary, advisable or convenient to the discharge of their duties under this Agreement.

Section 10.2 Election and Term. At any special meeting of the Members called for that purpose, the Members shall elect a President and a Secretary and such other Managers as the Members may determine, who may include one or more vice presidents, a treasurer, a controller and one or more assistant treasurers, and assistant secretaries. Each Manager shall serve until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person, except the offices of President and Secretary.

Section 10.3 Duties. The duties and powers of the Managers shall be as follows:

(a) President. The President shall be the chief executive officer of the Company, and, as such, shall be primarily responsible for the general management of the business of the Company and for implementing the policies and directives of the Members. The President shall have authority to make contracts on behalf of the Company in the ordinary course of the Company's business, shall be responsible to effect all orders and resolutions of the Members, shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company except as otherwise delegated or provided by law, and shall perform such other duties as from time to time may be assigned by the Members.

(b) Vice Presidents. The Vice President (or, if more than one, in the order designated by the Members) shall exercise the functions of the President during the absence or disability of the President and shall perform such other duties as may be assigned by the President or the Members.

(c) Treasurer. The Treasurer shall be the chief financial officer of the Company, and, as such, shall have general supervision over the funds of the Company and the investment or deposit thereof, shall advise the Managers and, if requested, the Members regarding the financial condition of the Company, and perform such other duties as may be assigned by the President or the Members.

(d) Controller. The Controller shall be the chief accounting officer of the Company with general supervision over the accounting books and records of the Company. The Controller shall be responsible for maintaining proper internal controls over the assets of the Company and preparing accurate financial statements and perform such other duties as may be assigned by the President or the Members.

(e) Secretary. The Secretary shall attend all meetings of the Members and shall prepare and maintain minutes or records of proceedings of all such meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, such notice as may be required of all meetings of the Members, shall authenticate and certify records and proceedings of the Company, shall keep accurate membership records for the Company, and shall perform such other duties as may be assigned by the President or the Members.

Section 10.4 Standard of Conduct. A Manager shall discharge the duties of an office in good faith, in a manner the Manager reasonably believes to be in the best interest of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In discharging his duties, a Manager is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by one (1) or more Managers or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; or legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence. A Manager is not acting in good faith who has knowledge concerning the matter in question that makes reliance otherwise permitted

by this provision unwarranted. A Manager shall not be liable for any action taken as a Manager, or any failure to take any action, if the Manager has performed the duties of the office in compliance with this provision.

Section 10.5 Compensation. The salaries and other compensation of the Managers shall be as determined by the Members from time to time.

Section 10.6 Removal. The Members may remove any Manager at any time, with or without cause, but no such removal shall affect the contract rights, if any, of the person so removed.

Section 10.7 Resignation. A Manager may resign at any time by delivering written notice to the Company. A resignation is effective without acceptance when the notice is delivered to the Company, unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Members may fill the pending vacancy before the effective date if it provides that the successor does not take office until the effective date. A Manager's resignation does not affect the Company's contract rights, if any, with the Manager.

ARTICLE XI
INDEMNIFICATION

Subject to any limitations set forth in the Articles of the Company, the Company shall indemnify and advance expenses to each present and future Member or Manager of the Company (and, in either case, his heirs, estate, executors or administrators) to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Company may indemnify and advance expenses to any employee or agent of the Company who is not a Member or Manager (and his heirs, estate, executors or administrators) to the same extent as to a Member or Manager, if the Members determine that it is in the best interests of the Company to do so. The Company shall also have the power to contract with any individual Member, Manager, employee, or agent for whatever additional indemnification the Members shall deem appropriate.

ARTICLE XII
DISPOSITION OF MEMBERSHIP INTERESTS

Section 12.1 Disposition. No Member or Assignee may sell, assign, pledge, hypothecate, give, bequeath or otherwise transfer or dispose of (the foregoing are hereinafter collectively referred to as a "Transfer") all or a portion of the Member's or Assignee's Membership Interest unless such Transfer complies with the provisions of this Agreement and the Act, including without limitation the provisions of this Article XII. No Transfer of a Membership Interest may be made if such Transfer, alone or when combined with other transactions, would result in a termination of the Company within the meaning of 708 of the Code; without an opinion of counsel satisfactory to the Members that such Transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws; unless and until the Company receives from the Assignee the information and agreements that the Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction; unless and until the Transfer is approved by, pursuant to the Articles, a Majority in Interest of the Members and parties to contribution agreements, in accordance with the voting power that would exist if such parties to contribution agreements were Members and exclusive of

the voting power held by the Member seeking to make the Transfer (in the event of a Transfer of Governance Rights to a person or entity not already a Member of, or party to a contribution agreement with, the Company); and unless and until the Member or Assignee seeking to make the disposition has complied with the buy-sell provisions set forth in Section 12.2.

Section 12.2 Right of First Refusal.

(a) If a Member (the "Transferring Member") desires to Transfer all or any portion of his Membership Interest (the "Option Interest") to any person (the "Offeree"), the Transferring Member shall give notice ("Transfer Notice") to the Company and the other Members ("Other Members") of his desire to Transfer such Option Interest. The Transfer Notice shall, in addition to stating the desire to Transfer such Option Interest, state: (i) the name and address of the Offeree and (ii) the provisions and conditions of the proposed Transfer, including but not limited to the proposed Transfer price of the Option Interest, if any, and the provisions for payment for the Option Interest. For purposes of this Agreement, any provisions for payment requiring non-cash or non-note consideration and any security therefor and any ancillary agreement shall be null, void and of no effect. Upon receipt of the Transfer Notice, the Company shall have an option, in its discretion, to purchase all of the Option Interest owned by the Transferring Member at the Transfer Option Price as defined in Section 12.2(d) and on the same payment terms set forth in the Transfer Notice (expressly excluding any provisions and conditions relating to non-cash or non-note consideration for the Option Interest and any security therefor).

(b) In the event that the Company desires to purchase all of the Option Interest owned by the Transferring Member, then the Company may exercise its option by giving written notice ("Company Purchase Notice") thereof to the Other Members and the Transferring Member at any time within thirty (30) days following the receipt of the Transfer Notice. The Transferring Member shall not vote regarding any determination by the Company concerning the exercise of the Company's option, and such determination shall be made by those Members holding a Majority in Interest of all Membership Interests excluding the Membership Interest held by the Transferring Member. If the Company exercises its option to purchase such Option Interest, then the Transferring Member shall sell and the Company shall purchase such Option Interest at the Transfer Option Price, and otherwise pursuant to the provisions set forth in Section 12.2 and Section 12.5 of this Agreement.

(c) In the event the Company fails or determines not to exercise its option set forth herein within the time allowed, it shall deliver written notice of the same to all the Other Members within said thirty-day period and the Other Members shall then have the right and option to purchase all, but not less than all, of the Option Interest as hereinafter set forth:

(i) Each of the Other Members shall have the right and option (subject to the provisions of Section 12.2(d), for a period of fifteen days after delivery of such notice, to purchase his proportionate share (but not less than his proportionate share) of the Option Interest (assuming all Other Members will purchase such Option Interest) upon the terms and at the purchase price per share stated in the Transfer Notice. Such acceptance shall be made by delivering a written notice of acceptance ("Member Purchase Notice") to the Transferring Member and the Company within the fifteen-day period. For purposes of this Section 12.2(c), an Other Member's "proportionate share" shall equal a fraction, the numerator of which is such Other Member's Percentage Interest, and the denominator of which is the aggregate Percentage Interests of all the Other Members.

(ii) If one or more Other Members declines to purchase his proportionate share of the Option Interest, the Company shall deliver written notice to the remaining Other

Members of the amount of Option Interest remaining available to be purchased, and such remaining Other Members shall have fifteen days following delivery of the Company's notice within which to purchase all, but not less than all, of the remaining available Option Interest by delivering their Member Purchase Notices as to their proportionate shares (or such other amounts as all the Other Members may agree upon) of such remaining available Option Interest (treating declining Other Members as Transferring Members for purposes of determining proportionate shares). A Member may decline to purchase under this Section 12(c)(ii) without prejudice to such Member's right to purchase under Section 12(c)(i) hereof.

(d) In the event that the Company and Other Members fail or determine not to exercise their option set forth herein to purchase all, but not less than all, of the Option Interest within the time periods allowed, then at any time within thirty (30) days after expiration of the last such time period permitted herein for delivery of a Company Purchase Notice or Member Purchase Notice, as appropriate, the Transferring Member may Transfer the Option Interest described in the Transfer Notice to the Offeree upon the precise terms and conditions contained in the Transfer Notice. If such Transfer to the Offeree is not effected within said thirty (30) day period, or if the provisions of the proposed Transfer as described in the Transfer Notice are changed in any respect, then such Transfer shall be null, void and of no effect, and the Transfer of the Option Interest described in the Transfer Notice shall continue to be subject to the Transfer restrictions contained in this Agreement and may not be Transferred without again first being offered to the Company and Other Members pursuant to the provisions of this Section 12.2.

(e) The Transfer Option Price of Option Interest proposed to be Transferred to an Offeree shall be equal to the Transfer price as set forth in the bona fide offer of the Offeree (after adjustment by excluding any non-cash or non-note consideration).

Section 12.3 Certain Transferees. Subject to Section 12.6, a Member may, without complying with the provisions of Section 12.2, Transfer all or any portion of his Membership Interest to another Member, or Transfer all or any portion of his Financial Rights to a Permitted Transferee. Transfers between Members shall not be subject to the provisions of Section 12.7.

Section 12.4 Involuntary Transfers. Subject to Section 12.6, upon the incapacity of a Member, his Membership Interest shall pass to his executor, administrator, guardian, conservator, trustee or other legal representative ("Representative"), as the case may be. The Representative shall have the same power and ability the incapacitated Member possessed under this Agreement to transfer such Member's Membership Interest.

Section 12.5 Closing. Any purchase and sale to be effected hereunder shall be closed in accordance with the following procedures:

(a) The date of closing shall be specified in the Company Purchase Notice (or as otherwise mutually agreed upon by the Other Members and Transferring Member, for Transfers pursuant to Section 12.2(c)) and shall be a regular banking business day not less than thirty (30) nor more than ninety (90) days after the giving of the Company Purchase Notice or the last Member Purchase Notice, as applicable, and (b) the place of closing shall be the offices of the Company, unless the Company or Other Members, as applicable, and the Transferring Member shall mutually agree to another place of closing.

(b) On the date of closing, (i) such documents as may reasonably be deemed necessary by the attorneys for the Company or Other Members, as applicable, to Transfer the Option Interest being Transferred shall be delivered to the Company or Other Members, as applicable, (ii) the Company or Other Members, as applicable, shall deliver as payment to the

seller its or their cashier's check(s) or promissory note(s), as the case may be, in an amount equal to the price of the Option Interest being Transferred.

Section 12.6 Miscellaneous.

(a) In the event of any Transfer of all or any portion of a Member's Membership Interest pursuant to the provisions of this Agreement, and as a condition to recognizing one or more of the effectiveness and binding nature of any such transfer, the President may require the Transferring Member and the proposed Transferee Member to execute, acknowledge and deliver to the Company such instruments of transfer, assignment, and assumption and such other certificates, representations, and documents, and to perform all the other acts that the Company may deem necessary or desirable to:

(i) Preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized, or does business;

(ii) Maintain the status of the Company as a partnership for federal tax purposes; and

(iii) Assure compliance with any applicable state and federal laws including securities laws and regulations.

(b) Anything to the contrary herein notwithstanding, if the Company is to purchase the Membership Interest of any Member pursuant to the provisions of this Agreement, the Company may assign its obligations to so purchase to another person or entity of its choice; provided, however, Company shall remain liable as a guarantor or otherwise with respect to the purchase price due such Member for his Membership Interest. Any decision to make such assignment shall be made by those Members holding a Majority in Interest of the Membership Interests, excluding the Membership Interest of the Member whose Membership Interest is being purchased.

Section 12.7 Transfer of Financial Rights. From and after the Transfer of a Transferring Member's Financial Rights in the Company which does not at the same time Transfer the Governance Rights associated with such Financial Rights (i.e., the entire Membership Interest), the Company shall have a continuing option to purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of $100, all Governance Rights retained by the Transferring Member that immediately before the Transfer were associated with the transferred Financial Rights. Such option may be exercised by written notice from the Company to the Transferring Member.

ARTICLE XIII
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 13.1 Rights of Assignees. The Assignee of all or any portion of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest, to the extent assigned.

Section 13.2 Admission of New Members. An Assignee of a Membership Interest shall be admitted as a new Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of a Majority in Interest of the other Members and parties to contribution agreements (treating parties to contribution agreements as if they were Members). The Members and parties to contribution agreements may grant or

withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substituted Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

Section 13.3 Admission of Additional Members. A Majority in Interest of Members must approve the admission of additional Members and determine the Membership Interests and Capital Contributions of such Members.

ARTICLE XIV
DISSOLUTION AND WINDING UP

Section 14.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) by affirmative vote of a Majority in Interest of the Members entitled to vote;

(b) the occurrence of any event that terminates the continued membership of a Member pursuant to the Act, unless there are at least two (2) remaining Members and the existence and business of the Company is continued by the consent of not less than a Majority in Interest of the Members if so provided in the Articles within 90 days after such termination; or

(c) as otherwise may be required by law.

Section 14.2 Effect and Notice of Dissolution. If dissolution occurs pursuant to Section 14.1(a), (b), or (c), the Company shall deliver a notice of dissolution to the Secretary of State for filing, in accordance with the Act. Upon dissolution, the Company shall cease carrying on the Company business, except insofar as may be necessary for the winding up of its business, but the Company is not terminated, and continues until the winding up of the affairs of the Company is completed and articles of termination have been accepted by the Secretary of State for filing.

Section 14.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

(a) to creditors, including Members who are creditors, to the extent and in the order permitted by law, in satisfaction of the Company's liabilities; and

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Board of Governors.

Section 14.4 Winding Up and Articles of Termination. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State for filing. The articles of termination shall set forth the information required by the Act.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1 Entire Agreement. This Agreement represents the entire agreement among all the Members and between the Members and the Company.

Section 15.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Tennessee Uniform Partnership Act or the Tennessee Revised Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 15.3 Rights of Creditors and Third Parties. The Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.

MEMBERS

James W. Carell, Member

Michael W. Nicholson, Member

EXHIBIT A

MEMBERS (INCLUDING TAX MATTERS MEMBER)	MEMBERSHIP INTERESTS	CONTRIBUTED
James W. Carell	25%	$500,000.00
Michael W. Nicholson	75%	*

* Assignment to Molly, LLC of a Membership Interest Purchase Agreement, dated December 1, 2006, by Twin Hills Group LLC, of which Michael W. Nicholson is the Chief Manager and Sole Member.

EXHIBIT C

Resolution

[attached]

WRITTEN CONSENT OF MEMBERS OF MOLLY, LLC

The undersigned, as the duly authorized representatives and members of Molly, LLC, a Tennessee limited liability company (the "Company"), hereby unanimously consent to taking action without a meeting, by written consent, and hereby approve and adopt the following resolutions:

I. **RESOLVED**, that Michael W. Nicholson, Chief Manager of the Company, or his duly elected or appointed successor in office ("Authorized Officer"), be and they are hereby authorized and empowered in the name and on behalf of the Company and under its corporate seal to execute and deliver to MaxLife Acquisitions, LLC, a Tennessee Limited Liability Company (hereinafter called "MaxLife") the following documents on behalf of the Company (a) Membership Interest Sale Agreement for the purchase of Max Life @ Home of Tennessee, LLC from MaxLife ("Purchase"); (b) any and all documents necessary and appropriate to document and evidence the Purchase; and (c) any and all other instruments or agreements of this Company which may be required in connection with the Purchase which the authorized officer may deem to be necessary or appropriate;

II. **FURTHER RESOLVED**, that contracts or agreements heretofore made with MaxLife on behalf of the Company, and all acts of officers or agents of the Company in connection with said Purchase, are hereby ratified and confirmed;

III. **FURTHER RESOLVED**, that the Authorized Officer be, and hereby is, authorized and directed to pay, on behalf of the Company, all expenses incurred by Corporation in connection with the Purchase, including, but not being limited to, fees and disbursements of counsel to Company;

IV. **FURTHER RESOLVED**, that the Authorized Officer is authorized and directed to take such further actions and execute such documents as he believes to be necessary or desirable to fully implement the above resolutions; and

V. **FURTHER RESOLVED**, that MaxLife is authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

DATED: February 15, 2007

MEMBERS

James W. Carell, Member

Michael W. Nicholson, Member

{00189372.2}

SELLER'S SETTLEMENT STATEMENT

DATE: February 15, 2007

SELLER: MaxLife Acquisitions, LLC

BUYER: Molly, LLC

RE: Purchase of MaxLife @ Home of Tennessee, LLC

Sales Price: $1,300,000.00

Less:
Payoff – Fifth Third Mortgage (#0905228045/0000000034)..... $421,911.27
Payoff – Fifth Third Mortgage (#0905228045/0000000026)..... 89,640.49

NET TO SELLER ..... $ 788,448.24

The undersigned, having reviewed this Settlement Statement states that to the best of its knowledge and belief, the same is a true and accurate statement of the disbursements made in this transaction. The undersigned further certifies receiving a copy of this Settlement Statement.

MaxLife Acquisitions, LLC

By: _____

Its: Secretary

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BUYER'S SETTLEMENT STATEMENT

DATE:	**February 15, 2007**
LENDER:	**James W. Carell**
SELLER:	**MaxLife Acquisitions, LLC**
BORROWER:	**Molly, LLC**
LOAN:	**$1,300,000.00**
RE:	**Purchase of MaxLife @ Home of Tennessee, LLC**

Loan Amount:		$1,300,000.00
Closing Costs:		
Purchase Price to MaxLife Acquisitions, LLC	$1,300,000.00	
Mortgage Tax on $1,300,000.00 (Tennessee Secretary of State)	1,493.70	
Molly, LLC UCC-1 Recording Fee (TN Secretary of State)	15.00	
UCC-1 Recording Fee – 2 Guarantors (TN Secretary of State)	30.00	
Attorney Fee and Expenses (Ortale, Kelley, Herbert & Crawford)	8,355.75	
CASH FROM BORROWER		**$ 9,894.45**

The undersigned, having reviewed this Settlement Statement states that to the best of its knowledge and belief, the same is a true and accurate statement of the disbursements made in this transaction. The undersigned further certifies receiving a copy of this Settlement Statement.

Molly, LLC

By: _____

Its: PRESIDENT

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KLEER-FAX RECYCLED
80000 SERIES
30% P.C.W.

SELLER'S SETTLEMENT STATEMENT

DATE: February 15, 2007

SELLER: MaxLife Acquisitions, LLC

BUYER: Molly, LLC

RE: Purchase of MaxLife @ Home of Tennessee, LLC

Sales Price:	$1,300,000:00
Less:	
Payoff – Fifth Third Mortgage (#0905228045/0000000034)	$421;911.27
Payoff – Fifth Third Mortgage (#0905228045/0000000026)	89,640.49
NET TO SELLER	$ 788,448.24

The undersigned, having reviewed this Settlement Statement states that to the best of its knowledge and belief, the same is a true and accurate statement of the disbursements made in this transaction. The undersigned further certifies receiving a copy of this Settlement Statement.

MaxLife Acquisitions, LLC

By: _____

Its: Secretary

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FIRST ADDENDUM TO MEMBERSHIP INTEREST PURCHASE AGREEMENT
Between Maxlife @ Home of Tennessee, LLC; Maxlife Acquisitions, LLC; and Twin Hills Group, LLC

This First Addendum ("First Addendum") to that certain Membership Interest Purchase Agreement (the *"Agreement"*) by and between Maxlife @ Home of Tennessee, LLC, a Tennessee limited liability company (the *"Company"*), Maxlife Acquisitions, LLC, a Tennessee limited liability company (referred to herein as the "*Owner*"), and Twin Hills Group, LLC, a Tennessee limited liability company (the *"Buyer"*) hereby modifies and amends the Agreement and is executed this 15 day of February 2007. The terms contained herein shall supersede and control any terms to the contrary contained in the Agreement.

The Agreement is modified and amended as follows:

Section 2.1[c] is hereby deleted, and the following sentences are added in its stead:

The Company's estimated accounts receivable as of Closing are listed on Section 2.1(a) of the Company Disclosure Memorandum and attached hereto. The Company's estimated accounts payable as of Closing are listed on Section 2.1(b) of the Company Disclosure Memorandum and attached hereto. On or before June 30, 2007, Buyer shall submit to Owner its determination of the Company's certified accounts receivable and accounts payable as of Closing (following the same principles, specifications and methodologies used to determine the Company's balance sheet as of January 31, 2007). Each party shall have full access to the financial books and records to confirm or audit such determination. Assuming Seller agrees with Buyer's determination of accounts receivable and accounts payable, the Buyer shall remit to the Owner the value of the Company's accounts receivable as of Closing that exceed $10,000.00 less accounts payable within five (5) business days after determination thereof. If Owner and Buyer disagree as to the computation and fail to agree within thirty (30) days thereafter on the amount, such disagreement shall be submitted to an independent accounting firm, as Owner and Buyer may then mutually agree upon for computation or verification in accordance with the provisions of this Agreement. The accounting firm shall review the matters in dispute and, acting as arbitrators, shall promptly decide the proper amount of the Company's accounts receivable as of Closing that exceed $10,000.00 less accounts payable. The submission of the disputed matter to the accounting firm shall be the exclusive remedy for resolving accounting disputes relative to the determination of accounts receivable. The accounting firm's fees and expenses shall be borne equally by Owner and Buyer.

IN WITNESS WHEREOF, this First Addendum is executed as of the date first written above.

[Remainder of this page intentionally left blank.]

FIRST ADDENDUM TO MEMBERSHIP INTEREST PURCHASE AGREEMENT
Between Maxlife @ Home of Tennessee, LLC; Maxlife Acquisitions, LLC,
and Twin Hills Group, LLC

This First Addendum ("First Addendum") to that certain Membership Interest Purchase Agreement (the *"Agreement"*) by and between Maxlife @ **Home** of Tennessee, LLC, a Tennessee limited liability company (the *"Company"*), **Maxlife** Acquisitions, LLC, a Tennessee limited liability company (referred to herein as the "*Owner*"), and **Twin** Hills Group, **LLC**, a Tennessee limited liability company (the *"Buyer"*) hereby modifies and amends the Agreement and is executed this 15 day of February 2007. The terms contained herein shall supersede and control any terms to the contrary contained in the Agreement.

The Agreement is modified and amended as follows:

Section 2.1[c] is hereby deleted, and the following sentences are added in its stead:

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IN WITNESS WHEREOF, this First Addendum is executed as of the date first written above.

[Remainder of this page intentionally left blank.]

MAXLIFE @ HOME OF TE[illegible], LLC

By: _____

Name: _____

Title: _____

MAXLIFE ACQUISITIONS, L[illegible]

By: _____

Name: _____

Title: _____

TWIN FALLS GROUP, LLC

By: _____

Name: _____

Title: _____

{00189120.2}

ASSIGNMENT OF MEMBERSHIP INTERESTS

KNOW ALL MEN BY THESE PRESENTS, that **Maxlife Acquisitions** [illegible], a Tennessee limited liability company, (hereinafter referred to as the "Assignor"), for good and valuable consideration, to it in hand paid by Molly, LLC, a Tennessee limited liability company (hereinafter referred to as the "Assignee"), at or before the delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the Assignee all of the Assignor's right, title and interest in and to:

> Membership Interests (including all of Assignor's interest in the financial rights and governance rights associated therewith) in Maxlife @ **Home of Tenne**[illegible] LLC, a Tennessee limited liability company (the "Company"), constituting One Hundred Percent (100.0%) of the issued and outstanding membership interests of the Company on this date (the "Membership Interest");

Assignor hereby warrants:

1. That Assignor is the sole legal and equitable owner of the Membership Interest more particularly described above.

2. That the Membership Interest is not subject to any assignment, pledge, security interest or lien.

3. That the Membership Interest is fully paid for and nonassessable and the owner thereof shall not be subject to any mandatory additional call(s) for capital.

4. That the execution and delivery of this Assignment will not violate any provision of the Articles of Organization, resolutions, or Operating Agreement of Company.

5. That Assignor is not presently a party to any pending litigation, arbitration or administrative proceeding or the subject of any investigation; that there is no litigation, arbitration or administrative proceeding or investigation either threatened or likely to be instituted in which Assignor will be a party; and that Assignor is not subject to any outstanding court or administrative order.

TO HAVE AND TO HOLD the same unto the Assignee, his successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 15 day of February, 2007.

[Remainder of page intentionally left blank]

MAXLIFE ACQUISITIONS, LLC

By: _____

Name: _____

Title: Secretary

ACCEPTED:

ASSIGNEE:

MOLLY, LLC

By: _____

Name: Michael W. Wilhelm

Title: President

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "Agreement"), dated as of December 1, 2006, is by and between Maxlife @ Home of Tennessee, LLC, a Tennessee limited liability company (the "*Company*"), Maxlife Acquisitions, LLC, a Tennessee limited liability company, a resident of the State of Tennessee (referred to herein as the "*Owner*"), and Twin Hills Group, LLC, a Tennessee limited liability company (the "*Buyer*").

FILED
2006 NOV 30 PM 1:20
CLERK & MASTER
MADISON CO. CHANCERY CT.
D.C.

RECITAL OF FACTS

The following recitals are set forth for the purpose of stating the facts and circumstances which form the background and basis for this Agreement:

[A] The Company engages in the business of providing home health care services under a license issued by the Tennessee Department of Health.

[B] The Owner holds 100% of the legal and beneficial ownership of the membership interests in the Company.

[C] Upon consummation of the transactions contemplated herein, the Owner has agreed to surrender all of his membership interests in the Company to the Company for cancellation, and the Company has agreed to sell new membership interests in the Company to the Buyer as part of those transactions.

AGREEMENTS OF THE PARTIES

In consideration of the above recitals and the mutual terms and conditions set out herein, the parties agree as follows:

SECTION 1. DEFINITIONS

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

"*Affiliate*" of a Person shall mean any other Person, directly or indirectly through one or more intermediaries, controlling, controlled by, or under common control with such Person.

"*Agreement*" shall mean this Agreement, including the Exhibits, schedules and attachments delivered pursuant hereto and incorporated herein by reference.

"*Assets*" of a Person shall mean all of the assets, properties, businesses, and rights of such Person of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued or contingent, or otherwise relating to or utilized in such Person's business, directly or indirectly, in whole or in part, whether or not carried on the books and records of such Person, and whether or not owned in the name of such Person or any Affiliate of such Person and wherever located.

EXHIBIT
B

"Assumed Contracts" means [a] all Contracts listed in Section 3.7 of the Company Disclosure Memorandum and [b] Contracts entered into by the Company between the date of this Agreement and the Closing Date which will be binding on the Company after the Closing.

"Best Efforts" shall mean the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; provided, however, that an obligation to use Best Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a materially adverse change in the benefits to such Person of this Agreement and the Transactions.

"Business" shall mean the operation of a licensed home health care service provider.

"*Closing*" shall mean consummation of the Transactions.

"*Closing Date*" shall mean the date on which the Closing occurs.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"*Company Disclosure Memorandum*" shall mean the written information entitled "Company Disclosure Memorandum" delivered prior to the date of this Agreement to [Purchaser] describing in reasonable detail the matters contained therein and, with respect to each disclosure made therein, specifically referencing each Section of this Agreement under which such disclosure is being made.

"*Consent*" shall mean any consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Person pursuant to any Contract, Law, Order or Permit.

"*Contract*" shall mean any written or oral agreement, arrangement, authorization, commitment, contract, note, bond, mortgage, deed of trust, indenture, instrument, license, lease, obligation, plan, practice, restriction, understanding, or undertaking of any kind or character, or other document to which any Person is a party or that is binding on any Person or its equity interests, Assets or business.

"*Default*" shall mean [a] any breach or violation of or conflict with or default under any Contract, Order, or Permit, [b] any occurrence of any event that with or without the passage of time or the giving of notice would constitute a breach or violation of or conflict with or default under any Contract, Order, or Permit, or [c] any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right to terminate or revoke, change the current terms of, or renegotiate, or to accelerate, increase or impose any Liability (including for increased payments) under, any Contract, Order or Permit.

"*ERISA*" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations thereunder.

"*Exhibits*" shall mean the Exhibits so marked, copies of which are attached to this Agreement. Such Exhibits are hereby incorporated by reference herein and made a part hereof,

and may be referred to in this Agreement and any other related instrument or document without being attached hereto.

"*GAAP*" shall mean generally accepted accounting principles, consistently applied during the periods involved.

"*Governing Body*" shall mean the board or other body which is responsible for the governance and operation of an entity by whatever name known, including board of directors, board of trustees, board of governors, and so forth.

"*Governing Documents*" shall mean [a] if a corporation, the charter, articles or certificate of incorporation and the bylaws; [b] if a general partnership, the partnership agreement and any statement of partnership; [c] if a limited partnership, the limited partnership agreement and the certificate of limited partnership; [d] if a limited liability company, the articles of organization and operating agreement; [e] if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; [f] all equityholders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the equityholders of any Person; and [g] any amendment or supplement to any of the foregoing.

"*Governmental Body*" shall mean any [a] nation, state, county, city, town, borough, village, district or other jurisdiction; [b] federal, state, local, municipal, foreign or other government; [c] governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); [d] multinational organization or body; [e] body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or [f] official of any of the foregoing.

"*Intellectual Property*", shall mean trademarks, service marks, brand names, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the forgoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; nonpublic information, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; proprietary writings and other works, whether copyrightable or not, in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights; and any claims or causes of actions arising out of or relating to any infringement or misappropriation of any of the foregoing.

"*IRS*" shall mean the United States Internal Revenue Service.

"*Knowledge*" as used with respect to a Person (including references to such Person being aware of a particular matter) shall mean those facts that are known by the chairman, chief

executive officer, president, chief financial officer, chief operating officer, chief accounting officer, general counsel of such Person, or other Person who performs essentially the same duties as one of the foregoing, but does not hold one of the listed titles, based upon reasonable inquiry consistent with such person's position.

"*Law*" shall mean any code, law, ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its Assets, Liabilities or business, including those promulgated, interpreted, or enforced by any Governmental Body.

"*Liability*" shall mean any direct or indirect, primary or secondary, liability, indebtedness, obligation (including guarantees), penalty, cost, or expense (including costs of investigation, collection, and defense), claim, deficiency, guaranty, or endorsement of or by any Person of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise.

"*Licenses*" means all Permits and other authorizations issued to the Company by the Tennessee Department of Health, including its Certificate(s) of Need and any licenses issued in connection therewith, or any other Governmental Body in connection with the operation of the Business, together with any additions thereto between the date of this Agreement and the Closing Date, and any and all applications for modifications or renewals thereof.

"*Lien*" shall mean any conditional sale agreement, default of title, easement, encroachment, encumbrance, hypothecation, infringement, lien, mortgage, pledge, reservation, restriction, security interest, title retention, or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest.

"*Litigation*" shall mean any action, arbitration, cause of action, claim, complaint, criminal prosecution, demand letter, governmental or other examination or investigation, hearing, inquiry, administrative or other proceeding, or notice (written or oral) by any Person alleging potential Liability or relating to or affecting a Party, its business, its Assets (including Contracts related to it), or the Transactions.

"*Material Adverse Effect*" on a Party shall mean an event, change, or occurrence which, individually or together with any other event, change, or occurrence, has a material adverse impact on or has a reasonable likelihood of having a material adverse impact on [a] the financial position, business or results of operations of such Party, taken as a whole, or [b] the ability of such Party to perform its obligations under this Agreement or to consummate the Transactions contemplated by this Agreement in accordance with applicable Law; provided that "Material Adverse Effect" and "material adverse impact" shall not be deemed to include the impact of, [1] changes in Laws of general applicability or interpretations thereof by Governmental Bodies, [2] changes in GAAP or regulatory accounting principles generally applicable to the type of business engaged in by that Party, [3] actions or omissions of a Party taken with the prior written consent of the other Party, [4] changes in economic conditions or interest rates generally affecting all businesses, [5] changes in the securities markets generally affecting all publicly traded companies, or [6] the direct effects of compliance with this Agreement on the operating performance of the Parties.

"*Order*" shall mean any administrative decision or award, decree, injunction, judgment, order, quasi judicial decision or award, ruling, or writ of any federal, state, local, or foreign or other court, arbitrator, mediator, tribunal or administrative agency.

"*Party*" shall mean one of the Persons signing this Agreement and identified in the introductory paragraph to this Agreement.

"*Permit*" shall mean any federal, state, local, and foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, Assets or business.

"*Person*" shall mean a natural person or any legal, commercial, or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert, or any person acting in a representative capacity.

"*Representative*" shall mean any investment banker, financial advisor, attorney, accountant, consultant, or other representative of a Person.

"*Rights*" shall mean all arrangements, calls, commitments, Contracts, options, rights to subscribe to, scrip, warrants, or other binding obligations of any character whatsoever by which a Person is or may be bound to purchase or issue additional membership interests of the capital stock of a Person.

"*Tangible Personal Property*" shall mean all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by the Person (wherever located and whether or not carried on the Person's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

"*Tax*" or "*Taxes*" shall mean all taxes, however denominated, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, customs duties, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority (domestic or foreign).

"*Tax Returns*" shall mean all returns, filings and notices filed with any taxing authority with respect to a Tax.

"*TLLCA*" shall mean the Tennessee Limited Liability Company Act.

"*Transactions*" shall mean the purchase and sale of the membership interests hereunder.

SECTION 2. PURCHASE AND SALE OF MEMBERSHIP INTERESTS

2.1 Agreement to Purchase; Purchase Price

[a] Upon the terms and subject to the conditions set forth in this Agreement, the Owner agrees to surrender to the Company at the Closing (the "*Closing*") all of the Owner's membership interest in Company, free and clear of all liens, security interests, pledges, charges, claims, options, encumbrances of every kind, escrows, rights of first refusal, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings, adverse claims, and obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money (collectively, "*Claims*"), and Company agrees to accept and cancel all such membership interests.

[b] Upon the terms and subject to the conditions set forth in this Agreement, the Company agrees to issue and sell to the Buyer at the Closing a membership interest in the Company (the "*Membership Interest*"), equal to 100% of the governance rights and 100% of the financial rights in the Company, free and clear of all Claims, and Buyer agrees to purchase the Membership Interest by paying to the Company a total sum of $2,000,000 (the "*Purchase Price*"), plus the value of the Company's accounts receivable as of Closing that exceed $10,000.00. The buyer has previously made a non-refundable deposit of $700,000, obligating the Buyer to pay a total sum of $1,300,000 at Closing, plus the value of the Company's accounts receivable as of Closing that exceed $10,000.00.

[c] To the extent that there are accounts payable, such accounts payable will be first netted against the amount owed by Buyer for the accounts receivable. Accounts payable and accounts receivable will be certified by the Company at Closing.

2.2 Closing; Best Efforts.

The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at 10:00 a.m., Nashville, Tennessee time, at the offices of Bone McAllester Norton PLLC, Suite 1600 Nashville City Center, Nashville, Tennessee on or before June 30, 2007. The date for the Closing is sometimes referred to herein as the "*Closing Date.*" The Company, the Owner and Buyer covenant and agree that each of them shall use their best efforts to consummate the transactions contemplated by this Agreement on the Closing Date.

2.3 Closing Obligations

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

[a] the Company or Owner shall deliver to Buyer the following:

[1] evidence that the membership interest in Company held by the Owner has been delivered to the Company and canceled;

[2] evidence of the issuance to the Buyer of the Membership Interests;

[3] the written resignations, effective at Closing, of all managers and governors of the Company;

[4] a certificate executed by the Company and the Owner as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing and as to the Company's and Owner's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing; and

[5] a certificate the Secretary of the Company certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of the Company, certifying and attaching all requisite resolutions or actions of the Company's Governing Body and its equity owners, if such approval is required by Law, approving the execution and delivery of this Agreement and the consummation of the Transactions and certifying to the incumbency and signatures of the representatives of the Company executing this Agreement and any other document relating to the Transactions.

[b] Buyer shall deliver to the Company or Owner the following:

[1] the Purchase Price;

[2] a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing; and

[3] a certificate of the Secretary of Buyer certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of Buyer and certifying and attaching all requisite resolutions or actions of Buyer's Governing Body approving the execution and delivery of this Agreement and the consummation of the Transactions and certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other document relating to the Transactions.

SECTION 3. REPRESENTATIONS AND WARRANTIES

Company and Owner each, jointly and severally, represent and warrant to Buyer as follows:

3.1 Corporate Standing

Company is a limited liability company duly organized and validly existing under the Laws of the State of Tennessee, and has the power and authority to carry on its business as now conducted and to own, lease, and operate its Assets. Company is duly qualified or licensed to transact business as a foreign limited liability company in good standing in the states of the United States and foreign jurisdictions where the character of its Assets or the nature or conduct of its business requires it to be so qualified or licensed, except for such jurisdictions in which the failure to be so qualified or licensed would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on Company.

3.2 Power and Authority of Company; Authorization.

Company has the power and authority necessary to execute, deliver, and perform its obligations under this Agreement and to consummate the Transactions. The execution, delivery, and performance of this Agreement, and the consummation of the Transactions, have been duly and validly authorized by Company's duly constituted Board of Governors. No other proceedings on the part of Company are necessary to adopt and approve this Agreement and to consummate the Transactions. Assuming due authorization, execution and delivery of this Agreement by each party other than Company, this Agreement represents a legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms (except in all cases as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, conservatorship, moratorium, or similar Laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding may be brought).

3.3 No Conflict

Neither the execution and delivery of this Agreement by Company, nor the consummation by Company of the Transactions, nor compliance by Company with any of the provisions hereof, will:

[a] conflict with or result in a breach of any provision of the articles of organization of Company or the operating agreement of Company, or

[b] constitute or result in a Default under, or require any Consent (excluding Consents required by Law or Order) pursuant to, or result in the loss of any benefit under, or result in the creation of any Lien on any material Asset of Company under any Contract or Permit of Company, except for such Defaults, Liens, loss of benefit and Consents, which, if occurring or not obtained, would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on Company, or

[c] violate any Law or Order applicable to Company or any of its material Assets.

Section 3.3 of the Company Disclosure Memorandum contains a true and complete list of all Contracts or Permits containing "change of control" or "anti-assignment" provisions that would be triggered by the execution of this Agreement or the consummation of the Transactions.

other than any Contracts or Permits, which if terminated, would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect on Company.

3.4 Governmental Consents.

The execution and delivery of this Agreement by Company do not, and the performance of its obligations hereunder and the consummation of the Transactions by Company will not, require any Consents of, filings with or notifications to any public body or authority.

3.5 Membership Interests

All of the membership interests in the Company and legally and beneficially owned by Owner, and are duly and validly issued and outstanding and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to ownership thereof under the Law. There are no options and warrants to purchase Membership interests in the Company.

3.6 [Reserved].

3.7 Assumed Contracts.

Company has delivered to Buyer true and complete copies of all Assumed Contracts listed on Section 3.7 of the Company Disclosure Memorandum. All of the Assumed Contracts are in full force and effect. Company is in material compliance with the Assumed Contracts, and, to the best of Owner's Knowledge, there is not under any Assumed Contract any material by any other party or any event that, after notice or lapse of time or both, could constitute a material default.

3.8 Leases

Section 3.8 of the Company Disclosure Memorandum contains a complete and accurate list of all leases (including any capital leases) and lease-purchase arrangements pursuant to which Company leases real or personal property from others. To Owner's Knowledge, all such leases are valid, binding and enforceable in accordance with their terms and are in full force and effect. There are no known existing defaults with respect to such leases by any party thereto; and no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default thereunder by Company or, to Company's Knowledge, by any other party thereto.

3.9 Intellectual Property.

Except as would not, individually or in the aggregate, have a Material Adverse Effect on Company: (a) Company owns, is licensed or otherwise has the right to use, all Intellectual Property used in or necessary for the conduct of its business as currently conducted; (b) the use of any Intellectual Property by Company does not infringe on or otherwise violate the rights of any person and is in accordance with any applicable license pursuant to which Company acquired the right to use any Intellectual Property; (c) to the Knowledge of Company, no person is challenging, infringing on or otherwise violating any right of Company with respect to any Intellectual Property owned by or licensed to Company; and (d) Company has not received any

written notice of any pending claim with respect to any Intellectual Property used by Company and to its Knowledge no Intellectual Property owned or licensed by Company is being used or enforced in a manner that would result in the abandonment, cancellation, or unenforceability of such Intellectual Property.

3.10 [Reserved]

3.11 Legal Proceedings.

Except as set forth in Section 3.11 of the Company Disclosure Memorandum, there are no claims of any kind or any actions, suits, proceedings, arbitrations or investigations pending or, to the Knowledge of Owner, threatened against or affecting Company or against any asset, interest or right of Company. None of the actions, suits, proceedings, activities or investigations, individually or in the aggregate, would have a Material Adverse Effect on the financial condition, results of operation or business of Company, nor is there any Order of any Governmental Body outstanding against Company having or which, insofar as reasonably can be foreseen, in the future could have any such effect. Further, there are no Orders (whether rendered by a court, administrative agency, or by arbitration, pursuant to a grievance or other procedure) against or relating to Company.

3.12 Licenses and Permits; Compliance with Laws.

Company holds all Permits of all Governmental Bodies which are material to the operation of the Business and is in compliance with the terms thereof. Company has complied with and is not in default under (and has not been charged with or received notice with respect to, nor is threatened with or under investigation with respect to, any charge concerning any material violation of any provision of) any Law or Order, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failures to comply.

3.13 Employee Benefit Plans.

Each Benefit Plan has been administered in all material respects in accordance with its terms. Company and all the Benefit Plans are in compliance in all material respects with the applicable provisions of ERISA, the Code and all other applicable laws. All required payments by the Company to all Benefit Plans have been paid. All required reports, returns and similar documents with respect to the Benefit Plans required to be filed with any Governmental Body or distributed to any Benefit Plan participant have been duly and timely filed or distributed. There are no investigations by any Governmental Body, termination proceedings or other claims (except claims for benefits payable in the normal operation of the Benefit Plans), suits or proceedings against or involving any Benefit Plan or asserting any rights or claims to benefits under any Benefit Plan that could give rise to any material liability, and, to the Knowledge of Company, there are not any facts that could give rise to any material liability in the event of any such investigation, claim, suit or proceeding.

3.14 Insurance.

Section 3.14 of the Company Disclosure Memorandum sets forth all insurance policies, including property, casualty, liability and other insurance maintained with respect to the Assets or Business of Company. Company is not liable for any material retroactive premium adjustments with respect to any of its insurance policies or bonds. All such policies and bonds are legal, valid and enforceable and in full force and effect and Company is not in breach or default (including with respect to the payment of premiums or the giving of notices) and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification or acceleration under the policy received. Company has given notice to the applicable insurance company on any matter known to Company which might result in a claim being made under the policy issued by such insurance company. Company has not received any notice of premium increases or cancellations with respect to any of such policies and bonds. Company believes the amount and type of insurance coverage is adequate for the operation of the Business and is consistent with good business practice.

3.15 Tax Matters.

All Tax Returns required to be filed by or on behalf of Company have been timely filed or requests for extensions have been timely filed, granted, and have not expired, and all such Tax Returns filed are true, complete and accurate in all material respects. All Taxes shown on filed Tax Returns have been paid. All Taxes and Liabilities due with respect to completed and settled examinations or concluded Litigation have been paid. There are no Liens with respect to Taxes upon any of the Assets of Company, except for Liens for Taxes not yet due and payable.

3.16 Computer Programs and Software

Section 3.16 of the Company Disclosure Memorandum incorporates by reference manuals (copies of which have heretofore been made available to or furnished by the Company to the Buyer) which describes the functions of all material computer programs and software owned, sold, licensed, leased or otherwise transferred by the Company or used in connection with the Business. The Company has documentation in reasonable detail relating to all such computer programs and software. All such computer programs and software and the source codes thereof have been maintained only at the Company's offices. Section 3.16 of the Company Disclosure Schedule identifies each Person to whom the Company has, during the past ten years, sold, licensed, leased or otherwise transferred or granted any rights to any of its computer programs or software and the date of each such sale, license, lease or other transfer or grant. The Company has heretofore delivered or made available to Buyer complete and accurate copies of all documents relating to each such sale, license, lease or other transfer or grant.

3.17 Full Disclosure.

No representation or warranty of Company contained in this Agreement and no statement contained in this Agreement or in any certificate or other instrument furnished or to be furnished to Buyer hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading. Owner specifically represents and warrants that there are no liabilities of the Company, including liabilities to related parties, other than as disclosed herein and in the exhibits and schedules included herewith.

SECTION 4. CONDUCT OF THE PARTIES PRIOR TO CLOSING

4.1 Affirmative Covenants of Company

Unless the prior written consent of Buyer has been obtained, or except as specifically contemplated herein, from the date of this Agreement until the Closing Date, Company shall:

[a] *Usual and Ordinary Course.* Conduct the operation of the Business only in the usual, regular and ordinary course, preserve the organizational structure of the operation of the Business, and preserve intact for Buyer the goodwill of the operation of the Business and the present relationship between the operation of the Business and the employees, suppliers, clients, customers and others having business relations with Company;

[b] *Consummate Agreement.* Take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement;

[c] *Information.* Afford Buyer, its accountants, counsel, technical advisors, and other representatives free and reasonable access during normal business hours to the offices, equipment, personnel, facilities, records, files, contracts, agreements, books of account, and tax returns of Company relating to the Assets and the operation of the Business and furnish Buyer with all information concerning the Assets and the operation of the Business as Buyer shall reasonably request;

[d] [*Reserved.*]

[e] *Third Party Consents.* Use its best efforts to obtain prior to Closing all consents by third parties required to be obtained by Company with respect to its performance of this Agreement and cooperate fully with Buyer in connection with Buyer's requests and applications for the governmental authorizations, approvals and consents which are necessary for the ownership and operation of the operation of the Business following the Closing Date;

[f] *Maintenance of Assets.* Use commercially reasonable efforts to maintain the Assets in good condition, ordinary wear and tear excepted; maintain inventories of spare parts and expendable supplies at levels consistent with past practices; and if any loss damage, impairment, confiscation or condemnation of or to any of the Assets occurs, repair, replace, or restore the Assets to their prior condition as represented in the Agreement as soon thereafter as possible, and Company shall use the proceeds of any claim under any insurance policy solely to repair, replace or restore any of the Assets that are lost, damaged, impaired or destroyed;

[g] *Performance of Assumed Contracts.* Perform in all material respects its obligations under, and keep in effect, the Assumed Contracts; and

[h] *Books and Records.* Maintain its books and records relating to the Business in all material respects in accordance with past practices.

4.2 Negative Covenants of Company

Unless the prior written consent of Buyer has been obtained, or except as specifically contemplated herein, from the date of this Agreement until the Closing Date, shall not:

[a] *Material Violation.* Knowingly take any action or omit to take any action which will result in the material violation by Company of any Law applicable to the transactions contemplated herein or cause a material breach by Company of any of the representations and warranties of Company set forth in this Agreement or any Contract to which Company is a party;

[d] *Amend Assumed Contract.* Amend any Assumed Contract or enter into any contract or commitment relating to the Business that will be binding on Buyer after the Closing;

[e] *Disposition of Assets.* Sell, assign, lease or otherwise transfer or dispose of any of the Assets, except where no longer used or useful in the operation of the Business or in connection with the acquisition of replacement property of equivalent kind and value;

[f] *Interference.* Take any action which could reasonably be expected to have a Material Adverse Effect on the ability of any Party to obtain any Consents required for the Closing; or take any action which could have a Material Adverse Effect on the ability of any Party to perform its covenants and agreements under this Agreement or materially delay consummation of the transactions contemplated herein;

[g] *Amend Governing Documents.* Amend the Governing Documents of Company;

[h] *Debt and Liens.* Incur any additional debt obligation for borrowed money in excess of an aggregate of $5,000.00, or impose, or suffer the imposition, on any material Asset of Company of any Lien or permit any such Lien to exist (other than Liens in effect as of the date hereof that are disclosed herein or in the Company Disclosure Memorandum);

[i] *Investments and Acquisitions.* Purchase any securities or make any material investment, either by purchase of stock or securities, contributions to capital, asset transfers, or purchase of any assets, in any Person other than a wholly owned subsidiary of Company, as of the date hereof, or otherwise acquire direct or indirect control over any Person;

[j] *Compensation.* Grant any increase in compensation or benefits to the employees, officers or governors of Company, except (other than officers and directors) in the ordinary course of business consistent with past practice or as required by Law; pay any severance or termination pay or any bonus other than pursuant to policies or Contracts in effect on the date of this Agreement; enter into or amend any severance agreements or policies with officers or employees of Company; grant any increase in fees or other increases in compensation or other benefits to directors of Company; or voluntarily accelerate the vesting of any stock options or other stock based compensation or employee benefits;

[k] *Employee Benefit Plans.* Adopt any new employee benefit plan of Company or terminate or withdraw from, or make any change in or to, any existing employee benefit plans of Company other than any such change that is required by Law or that is necessary

to maintain the tax qualified status of any such plan, or make any distributions from such employee benefit plans, except as required by Law, or the terms of such plans;

[l] *Litigation.* Commence any material Litigation, settle any material Litigation or agree to any restrictions upon the operations of Company; or

[m] *Tax Returns.* File any income Tax Return, other than any income Tax Returns due to be filed in the ordinary course of business, make any material Tax election, settle or compromise any material Tax Liability or change any method of accounting for Tax purposes.

4.3 Covenants of Buyer

From the date of this Agreement until the Closing Date, Buyer shall:

[a] *Efforts to Consummate.* Use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement;

[b] *Material Violation.* Not knowingly take any action or omit to take any action which will result in the material violation by Buyer of any law applicable to this transaction or cause a material breach by Buyer of any of the representations and warranties of Buyer set forth in this Agreement; and

[c] *Obtain Consents.* Use its best efforts to obtain prior to Closing all consents by third parties and all governmental authorizations which are necessary for Buyer's performance of this Agreement or for Buyer's ownership and operation of the operation of the Business and the Assets following the Closing Date.

4.4 Mutual Covenants and Agreements

[a] *Risk of Loss.* The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause, other than as a result of any action or omission of Buyer or any of its agents, shall be borne by Company at all times prior to the Closing.

[b] *Confidentiality.* Except as necessary for the consummation of the transaction contemplated by this Agreement, and except as and to the extent required by law or any securities exchange, each party will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.

[c] *Cooperation.* Buyer and Company shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Company shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their commercially reasonable efforts to

consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to agree to any material adverse change in any License or Assumed Contract to obtain a Consent required with respect thereto.

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS TO CONSUMMATE

5.1 Conditions to Obligations of Each Party.

The respective obligations of each Party to perform this Agreement and consummate the transactions contemplated are subject to the satisfaction of the following conditions prior to the Closing Date (unless another time is indicated), unless waived by both Parties pursuant to Section 9.6 of this Agreement:

[a] *Consents and Approvals.* Each Party shall have obtained the Consents, if any, required for consummation of the Transactions.

[b] *Legal Proceedings.* No Governmental Body of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered by Law or Order (whether temporary, preliminary, or permanent, but in any case still in effect) or taken any other action which prohibits, restricts in any material respect, or makes illegal consummation of the Transactions, and no action, proceeding or investigation before any such authority shall have been instituted and be continuing or pending which would reasonably be expected to have such an effect or a Material Adverse Effect on Buyer.

5.2 Conditions to Obligations of Buyer.

The obligations of Buyer to perform this Agreement and consummate the Transactions are subject to the satisfaction of the following conditions, prior to the Closing Date, unless waived by Buyer pursuant to Section 9.6 of this Agreement:

[a] *Representations and Warranties.* The representations and warranties of Company qualified as to materiality or Material Adverse Effect set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or on the date when made in the case of any representation or warranty that refers to a specific date); and the representations and warranties of Company set forth in this Agreement that are not qualified as to materiality or Material Adverse Effect shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or on the date when made in the case of any representation or warranty that refers to a specific date).

[b] *Performance of Agreements and Covenants.* Each and all of the agreements and covenants of Company and its Governing Body to be performed and complied with pursuant to this Agreement and the other agreements contemplated hereby prior to the Closing Date shall have been duly performed and complied with in all material respects.

[c] *Certificates.* Company shall have delivered to Buyer (i) a certificate, dated as of the Closing Date and signed on its behalf by its Chief Manager to the effect that the

conditions of its obligations set forth herein have been satisfied, and (ii) certified copies of resolutions duly adopted by Company's Governing Body and shareholders evidencing the taking of all corporate action necessary to authorize the execution, delivery, and performance of this Agreement, and the consummation of the Transactions, all in such reasonable detail as Buyer shall request.

[d] *Deliveries.* Company or the Owner shall have made or stand willing and able to make all of the deliveries to Buyer set out in Section 2.5[a].

[e] *Specific Deliveries.* The Owner shall deliver at Closing a current listing of the Company's accounts receivable and accounts payable.

5.3 Conditions to Obligations of Company.

The obligations of Company to perform this Agreement and consummate the Transactions are subject to the satisfaction of the following conditions, unless waived by Company pursuant to Section 9.6 of this Agreement.

[a] *Representations and Warranties.* The representations and warranties of Buyer qualified as to materiality or Material Adverse Effect set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or on the date when made in the case of any representation or warranty that refers to a specific date); and the representations and warranties of Buyer set forth in this Agreement that are not qualified as to materiality or Material Adverse Effect shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (or on the date when made in the case of any representation or warranty that refers to a specific date).

[b] *Performance of Agreements and Covenants.* Each and all of the agreements and covenants of each of Buyer to be performed and complied with pursuant to this Agreement and the other agreements contemplated hereby prior to the Closing Date shall have been duly performed and complied with in all material respects.

[c] *Certificates.* Buyer shall have delivered to Company a certificate, dated as of the Effective Time and signed on its behalf by an authorized officer to the effect that the conditions of its obligations set forth in this Agreement have been satisfied.

[d] *Deliveries.* Buyer shall have made or stand willing and able to make all of the deliveries to Company set out in Section 2.5[b]

SECTION 6. TERMINATION.

6.1 Termination by Company.

This Agreement may be terminated by Company, if Company is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

[a] *Conditions.* If, on the date that would otherwise be the Closing Date, Company shall have notified Buyer in writing that one or more of the conditions precedent to the obligations of Company set forth in Section 5.2 of this Agreement have not been satisfied by Buyer or waived in writing by Company, and such condition or conditions shall not have been satisfied by Buyer or waived in writing by Company within twenty (20) days following such notice. Notwithstanding the foregoing, if the Closing does not to occur because of the failure of the Buyer to pay the Purchase Price, such failure is a material breach of this Agreement and is not subject to the twenty (20) cure period set out in the previous sentence.

[b] *Judgments.* If, on the date that would otherwise be the Closing Date, there is in effect any Order that would prevent or make unlawful the Closing.

[c] *Breach.* If Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within ten (10) days after Buyer received written notice of such breach from Company; provided, however, that the failure of the Buyer to pay the Purchase Price on the Closing Date is a material breach not subject to the ten (10) day cure period.

6.2 Termination by Buyer.

This Agreement may be terminated by Buyer, if Buyer is not then in material default, upon written notice to Company, upon the occurrence of any of the following:

[a] *Conditions.* If, on the date that would otherwise be the Closing Date, Buyer shall have notified Company in writing that one or more of the conditions precedent to the obligations of Buyer set forth in Section 5.3 of this Agreement have not been satisfied by Company or waived in writing by Buyer and such condition or conditions shall not have been satisfied by Company or waived in writing by Buyer within twenty days following such notice.

[b] *Judgments.* If, on the date that would otherwise be the Closing Date, there is in effect any Order that would prevent or make unlawful the Closing.

[c] *Breach.* If Company has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within ten (10) days after Company received written notice of such breach from Buyer.

6.3 Rights on Termination.

If this Agreement is terminated pursuant to Section 6.1 or Section 6.2 and neither party is in material breach of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Interests.

SECTION 7. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

All representations and warranties contained in this Agreement by any Party and any certificate or other instrument delivered by or on behalf of any Party pursuant to this Agreement shall be continuous and shall survive the Closing for a period of three years

following the Closing Date and the covenants and agreements contained herein shall survive without limitation as to time except as may be otherwise specified herein.

SECTION 8. INDEMNIFICATION.

8.1 Indemnification by Owner.

Except as otherwise limited by this Article, Owner shall indemnify and reimburse Buyer for any and all claims, losses, liabilities, damages (including, without limitation, fines, penalties, and criminal or civil judgments and settlements), costs (including, without limitation, court costs) and expenses (including, without limitation, attorneys' and accountants' fees) (hereinafter "*Loss*" or "*Losses*") suffered or incurred by Buyer, any successors or assigns thereto, as a result of, or with respect to:

[a] the operation of the Business and the Assets before the Closing Date; and

[b] any and all actions, suits, proceedings, claims, demands, assessments and judgments incident to any of the foregoing.

8.2 Indemnification by Buyer.

Except as otherwise limited by this Article, Buyer shall indemnify and reimburse Company for any and all Losses suffered or incurred by Company or any successors or assigns thereto as a result of, or with respect to:

[a] the operation of the Business and the Assets after the Closing Date; and

[b] any and all actions, suits, proceedings, claims, demands, assessments and judgments incident to any of the foregoing.

8.3 Duty to Mitigate.

A party seeking indemnification (the "*Claimant*") shall use all reasonable efforts to minimize any liabilities, damages, deficiencies, claims, judgments, assessments, costs, and expenses (including without limitation taxes and attorney fees) in respect of which indemnity may be sought under this Agreement.

8.4 Third Party Claims.

[a] *Notice.* In the event of a claim by a third party which creates a claim of indemnification hereunder, the Claimant shall give prompt written notice to the party from whom indemnification is sought (the "*Obligor*") of the assertion of a claim for indemnification. The written notice shall in no event be given later than (a) 30 days after service of process in the event litigation is commenced against the Claimant by a third party, or (b) 30 days after the Claimant becomes aware of circumstances, not involving the commencement of litigation by a third party, which may give rise to a claim for indemnification. No such notice of assertion of a

claim shall satisfy the requirements of this Section unless it describes in reasonable detail and in good faith the facts and circumstances upon which the asserted claim for indemnification is made, to the extent known. Failure to notify the Obligor, as provided above, shall not affect the responsibilities of Obligor under this Article unless and to the extent such failure increases the Obligor's liability under this Article.

[b] *Procedures.* Upon receipt of the notice described in subsection [a] above, the Obligator shall have a period of 30 days to decide whether or not to defend such liability or claim. During such period, the Claimant shall take all reasonable steps to protect the interests of itself and the Obligor, including the filing of necessary responsive pleadings, the seeking of emergency relief, or other action necessary to maintain the status quo, subject to reimbursement from the Obligor of its expenses in doing so. If the Obligor determines that it shall defend such action or proceeding, the Obligor shall defend such action or proceeding at its expense, using counsel selected by any insurance company insuring against any such claim and undertaking to defend such claim, or by other counsel selected by the Obligor and reasonably satisfactory to Claimant. The Obligor shall keep the Claimant fully apprized at all times as to the status of the defense and shall consult with the Claimant prior to settlement of any indemnified matter. If Obligor elects not to assume such defense or counsel for the Claimant or advises that there are substantive issues which raise conflicts of interest between Obligor and Claimant or between the Claimants (if more than one), the Claimant may retain counsel satisfactory to it, and reasonably satisfactory to Obligor, and Obligor shall advance all reasonable fees and expenses of such counsel for the Claimant promptly as statements therefore are received (subject to reimbursement in the event it is determined that the Claimant was not entitled to indemnity hereunder); provided, that Obligor shall be obligated pursuant to this subsection to pay for only one firm of counsel, plus local counsel, if requested by an Claimant, for all Claimants in any jurisdiction (if more than one), (ii) the Claimant will cooperate in the defense of any such Litigation, and (iii) Obligor shall not be liable for any settlement effected without its prior written consent or have any obligation hereunder to any Claimant when and if a court of competent jurisdiction shall determine, and such determination shall have become final, that the indemnification of the Claimant in the manner contemplated hereby is prohibited by applicable Law.

[c] *Subrogation.* In the event the Claimant has a claim or claims against any third party growing out of or connected with the indemnified matter, then upon receipt of indemnification, the Claimant shall fully assign to the Obligor the entire claim or claims and the Obligor shall thereupon be subrogated with respect to such claim or claims of the Claimant.

8.5 Claims Between Company and Buyer.

In the event there exists a claim for indemnification hereunder which is not the result of a third party claim, the Claimant shall give written notice to Obligor of such claim, which notice shall describe in reasonable detail and in good faith the facts and circumstances upon which the asserted claim for indemnification is made, to the extent known. The Obligor shall have a period of 30 days from the date of receipt of such notice in which to respond to the claim made by the Claimant. If Obligor fails to respond within such 30 day period, the Obligor shall be assumed to have admitted liability for the claim and Obligor shall have no further right to contest such claim. If Obligor notifies the Claimant within the 30 day period that it contests the claim, the parties shall thereafter use their best efforts to resolve the claim. If the parties cannot resolve the matter

within 30 days following the date of Obligor's response, the parties shall submit the matter to mediation. If mediation is unsuccessful in resolving the matter within 90 days after it is submitted for mediation, the matter shall be resolved by arbitration, in the manner described in Section [9.14] hereof.

8.6 Limitations.

[a] No indemnification shall be required to be made by any Party hereto until the aggregate amount of all indemnification claims against such indemnifying party exceeds Ten Thousand Dollars ($10,000.00) provided that once such claims exceed Ten Thousand Dollars ($10,000), such indemnifying party shall be required to indemnify the other Party with respect to all indemnifiable claims, including indemnifiable claims for the initial Ten Thousand Dollars ($10,000.00).

[b] Neither party shall be entitled to indemnification under this Article to the extent the Losses resulted from the Claimant's gross negligence, willful misconduct, criminal conduct or a self-dealing transaction in which such party obtained an improper benefit.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Entire Agreement

This Agreement (including any attachments, schedules, Exhibits and other related documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

9.2 Notices

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered in the case of delivery by hand or facsimile (provided confirmation of delivery is obtained), on the next business day if sent by overnight courier or mail service or the third business day following mail deposit in the case of regular mail delivery:

To Company: Maxlife Acquisitions, LLC
c/o Drew Maddux
Bone McAllester Norton, PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615/238-6300

With copy to: Charles Robert Bone
Bone McAllester Norton, PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
615/238-6300

To Buyer: Twin Hills Group, LLC
8 Stonebridge Blvd
Suite M
Jackson, Tennessee 38305

With copy to: Nancy L. Choate
367 North Parkway
Jackson, Tennessee 38305
(731) 661-0665

9.3 Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of Tennessee.

9.4 Submission To Jurisdiction

Each of the Parties submits to the jurisdiction of any state or federal court sitting in Nashville, Tennessee in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that may be required of any other Party with respect thereto

9.5 Expenses

Each of the Parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any litigation arising out of this Agreement, the prevailing Party in such litigation shall be entitled, in addition to the relief granted, to recover all costs incurred, including its reasonable attorneys' fees.

9.6 Amendments And Waivers

No amendment of any provision of this Agreement shall be valid unless in writing and signed by all of the Parties. Any Party may in writing [i] extend the time for the performance of any obligations of any other Party; [ii] waive any inaccuracies in representations and warranties by any other Party; [iii] waive performance of any obligations by any other Party; and

[iv] waive the fulfillment of any condition that is precedent to the performance by the Party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a Party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that Party from insisting upon strict compliance with that provision or any other provision of this Agreement.

9.7 Severability

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9.8 Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance.

9.9 Incorporation Of Exhibits And Schedules

The Exhibits and the Company Disclosure Memorandum incorporated herein by reference and made a part hereof.

9.10 Public Statements; Press Releases

Prior to the Closing Date, Company and Buyer shall consult with each other as to the form and substance of any press release or other public disclosure materially related to this Agreement; provided, that nothing in this Section shall be deemed to prohibit any Party from making any disclosure which its counsel deems necessary in order to satisfy such Party's disclosure obligations imposed by Law.

9.11 Parties In Interest; Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party to this Agreement, however, may assign its rights or delegate its obligations under this Agreement to any other person or entity without the express prior written consent of the other Party, except that Buyer may assign its rights and delegate its obligations to a subsidiary or affiliated corporation of Buyer without such consent, provided that such assignment and delegation shall not relieve Buyer of its obligations under this Agreement.

9.12 Counterparts

This Agreement may be signed by each Party upon a separate copy or separate signature pages, and any combination of separate copies signed by all Parties or including signature pages so signed will constitute a single counterpart of this Agreement. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. It will not be necessary, in proving this Agreement in any proceeding, to produce or account for more than one counterpart of this Agreement.

9.13 Descriptive Headings

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9.14 Interpretation Of Particular Words And Numbers

As used in this Agreement, unless the context clearly indicates otherwise, any singular number will include the plural, any plural number will include the singular, and any masculine personal pronoun will be construed to mean the corresponding feminine or neuter personal pronoun, or vice versa. Any time the word "including" is used herein, it shall be interpreted as taking in or comprising, but not being limited to, those matters which follow it.

9.15 Accounting Terms

Any accounting terms not specifically defined in this Agreement will be construed in accordance with generally accepted accounting principles in the United States, including applicable statements and interpretations issued by the Financial Accounting Standards Board and bulletins, opinions, interpretations, and statements issued by the American Institute of Certified Public Accountants or its committees. When used in this Agreement, the term "financial statements" will include the notes and schedules related thereto.

EXECUTION

The Parties have executed this Agreement as of the date and year first above written. By their execution of this Agreement, the Parties represent to one another that they have read this Agreement, understand its terms and conditions and intend to be bound thereby.

MAXLIFE @ HOME OF TENNESSEE, LLC

By: _____

Name: _____

Title: _____

MAXLIFE ACQUISITION, LLC

By: _____

Name: _____

Title: _____

TWIN HILLS GROUP, LLC

By: _____

Name: _____

Title: _____

EXECUTION

The Parties have executed this Agreement as of the date and year first above written. By their execution of this Agreement, the Parties represent to one another that they have read this Agreement, understand its terms and conditions and intend to be bound thereby.

MAXLIFE @ HOME OF TENNESSEE, LLC

By:_____

Name:_____

Title:_____

MAXLIFE ACQUISITION, LLC

By:_____

Name:_____

Title:_____

TWIN HILLS GROUP, LLC

By: [signature]

Name: MICHAEL W. NICHOLSON

Title: CHIEF MANAGER

Sections of Company Disclosure Memorandum

3.3	Contracts with "change of control" provisions
3.7	Contracts
3.8	Leases
3.11	Legal Proceedings
3.14	Insurance
3.15	Tax Matters
3.16	Computer Software and Program Manuals

All of the above Exhibits and the above Sections will be prepared and attached to this Agreement. The number of each item correlates to the section of this Agreement where the item is described. If there is no information to be disclosed, the attached should be marked "None" or "N/A."

Section 3.3 Contracts with "change of control" provisions

None.

Section 3.7 Contracts

1. Rehab Providers of America (February 2006)

Section 3.8 Leases

1. Lawrenceburg: Crockett Hospital, LLC; June 7, 2004 (Addendum; August 23, 2004)
2. Columbia: 2005
3. Savannah: no written lease
4. Great Lake Leasing Company

Section 3.11 Legal Proceedings

None.

Section 3.14 Insurance

[illegible] Company liability insurance with Interstate Insurance.

3.15 Tax Matters

None.

Section 3.16 Computer Software and Program Manuals

1. Vivid Care Manual
2. DDE Manual
3. EMR Manual

Sections of Company Disclosure Memorandum

3.3	Contracts with "change of control" provisions
3.7	Contracts
3.8	Leases
3.11	Legal Proceedings
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3.15	Tax Matters
3.16	Computer Software and Program Manuals

All of the above Exhibits and the above Sections will be prepared and attached to this Agreement. The number of each item correlates to the section of this Agreement where the item is described. If there is no information to be disclosed, the attached should be marked "None" or "N/A."

Section 3.3 Contracts with "change of control" provisions

None.

Section 3.7 Contracts

1. Rehab Providers of America (February 2006)

2. Medical Director Agreement with Dr. William Robinson (June 2005; $1,000 per month; 30 day cancellation with or without cause)

3. Consulting Agreement (non-written) with Raj Kaushal, MD (March 2005; $5,000 per month; 30 day cancellation with or without cause)

Section 3.8 Leases

1. Lawrenceburg: Crockett Hospital, LLC; June 7, 2004 (Addendum; August 23, 2004); Expires May 2007

2. Columbia: Robert Jackson; Expires November 2007

3. Brentwood: Wellington Place; month-to-month

4. Great Lake Leasing Company (copier)

Section 3.11 Legal Proceedings

None.

Section 3.14 Insurance

The Company has liability insurance with Interstate Insurance (Policy # 786413).

3.15 Tax Matters

None.

Section 3.16 Computer Software and Program Manuals

1. Vivid Care Manual
2. DDE Manual
3. EMR Manual

ASSIGNMENT OF MEMBERSHIP INTEREST PURCHASE AGREEMENT

FILED
2009 MAY 20 PM 1:24
DAVIDSON CO. CHANCERY COURT & MASTER
BY D.C.

This Assignment is made this 15 day of February, 2007, by and between Twin Hills Group, LLC, a Tennessee limited liability company (the "Assignor") and Molly, LLC, a Tennessee limited liability company (the "Assignee").

WITNESSETH:

WHEREAS Assignor is the Buyer designated in a Membership Interest Purchase Agreement dated as of December 1, 2006 with MaxLife Acquisitions, LLC, a Tennessee limited liability company, as the Owner pertaining to the sale of one hundred percent (100%) of the legal and beneficial ownership of the membership interest in MaxLife @ Home of Tennessee, LLC, a Tennessee limited liability company (the "Agreement"); and

WHEREAS Assignee wishes to purchase, and Assignor wishes to sell all the contract rights of Assignor to the Agreement.

NOW, THEREFORE for and in consideration of Five Hundred Thousand and 00/100 Dollars ($500,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has bargained and sold and does hereby sell, transfer and assign to Assignee all of Assignor's rights to purchase the membership interest in MaxLife @ Home of Tennessee, LLC, under the Agreement, said Assignment to be under the following conditions:

1. This Assignment includes any and all of Assignor's right, title and interest to the non-refundable deposit paid under the Agreement.

2. Assignor represents and warrants that Assignor is not in any way in default under the terms of the Agreement, is not aware of any default by the Owner, has no knowledge of any matters indicating any intent of the Owner not to perform the Agreement, and that the Agreement has no unfulfilled conditions which would justify Owner's failure to perform the Agreement and close the sale subject to Buyer's requirements thereunder.

3. Assignee accepts the assignment of the Agreement and agrees to indemnify and hold Assignor harmless from any and all losses, costs, and expenses that Assignor may sustain by reason of Assignee's failure to perform the Agreement according to its terms.

4. In the event that any party hereto shall file suit to enforce the rights created by this Assignment, the prevailing party shall be entitled to recover all costs of such enforcement, including, but not limited to, reasonable attorney's fees as determined by the Court of competent jurisdiction.

EXHIBIT
E

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

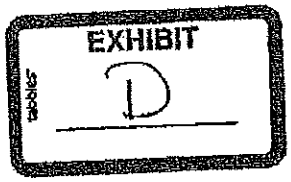
ASSIGNOR: TWELVEHILLS GROVES, LLC

Michael W. Nicholson, Chief Manager

ASSIGNEE: MOLLY, LLC

Michael W. Nicholson, President

F:\DAB\CARELL\Molly (MaxLife)\Assignment of M'ship Interest.doc



PROMISSORY NOTE

$1,200,000.00

Nashville, Tennessee
July 28, 2006

FOR THE VALUE RECEIVED, on or before July 28, 2009 (the "Maturity Date"), the undersigned TWIN HILLS GROUP, LLC, a duly organized and existing Tennessee limited liability company qualified to do and doing business in Tennessee ("Maker"), promises to pay to the order of THE GREEN GROUP, LLC, ("Payee"), without grace, at such place as Payee may designate to Maker in writing from time to time, the principal sum of ONE MILLION TWO HUNDRED THOUSAND AND 00/100THS DOLLARS ($1,200,000.00), together with interest on the outstanding principal balance hereof at an annual rate equal to eleven percent (11.0%); provided that in no event shall the rate of interest payable in respect of the indebtedness evidenced hereby exceed the maximum rate of interest from time to time allowed to be charged by applicable law (the "Maximum Rate"). Interest shall be calculated daily on the basis of the actual number of days elapsed over a 360-day year.

All or any part of the unpaid balance of this Note may be prepaid at any time without premium or penalty. Any payments under this Note shall be applied first to the payment of interest accrued hereunder and second to the principal.

The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(1) The failure of Maker to pay the amount due under this Note by the Maturity Date; and

(2) The appointment of receiver for all or part of the property of, assignment for the benefit of creditors by, or commencement of any proceeding under any bankruptcy or insolvency laws by or against Maker; provided, however, if an involuntary petition for bankruptcy is filed against Maker, an Event of Default will only occur if such petition is not dismissed within ninety (90) days from the date such petition is filed.

Upon the occurrence of an Event of Default then in any such event the Payee may, at its option, declare this Note to be immediately due and payable and thereupon this Note shall become due and payable for the entire unpaid principal balance of this Note plus accrued interest and other charges on this Note without any presentment, demand, protest or other notice of any kind.

The Maker waives demand, presentment, protest, notice of protest, notice of dishonor and notice of nonpayment of this Note. Unless otherwise specifically agreed by the Payee in writing, the liability of the Maker shall not be affected by (1) any renewal hereof or other extension of the time for payment of the indebtedness evidenced hereby or any amount due in respect thereof, or (2) the release of all or any part of any collateral now or hereafter securing the payment of the indebtedness evidenced hereby or any portion thereof. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

In the event this Note is placed in the hands of an attorney for collection or for enforcement or protection of the security, or if the Payee incurs any costs incident to the collection of the indebtedness evidenced hereby or the enforcement or protection of the security,

the Maker and any endorsers hereof agree to pay reasonable attorneys' fees, all court and other costs, and the reasonable costs of any other collection efforts.

No waiver of any right or remedy hereunder shall be valid unless in writing executed by the Payee, and any such waiver shall be effective only in the specific instance and for the specific purpose given. All rights and remedies of the Payee are cumulative and may be exercised singly, concurrently or successively. The Maker hereby consents to the assignment of this Note, in whole or in part.

This Note has been negotiated, executed and delivered in the State of Tennessee, and is intended as a contract under and shall be construed and enforceable in accordance with the laws of said state.

The Note shall be guaranteed by the guarantors named in the Guaranty attached to this Note as Exhibit A.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed as of the date first above written.

TWIN HILLS GROUP, LLC

By: _____
Mike Nicholson
Chief Manager

EXHIBIT A TO PROMISSORY NOTE
DATED JULY 28, 2006

GUARANTY

This Guaranty, dated as of July 28, 2006, is made by Mike Nicholson, a person over the age of majority and a resident of the State of Tennessee ("Guarantor") in favor of The Green Group, LLC, a Tennessee limited liability company ("Creditor").

RECITALS

WHEREAS, TWIN HILLS GROUP, LLC has executed the Secured Promissory Note dated July 28, 2006 (the "Note").

NOW THEREFORE, in consideration of the Guaranty and in order to induce Creditor to enter into or extend or give financial accommodation with respect to the Note, the Guarantor agrees as follows:

1. Guaranty of Payment. The Guarantor unconditionally and irrevocably guarantees to Creditor and her successors and assigns, the punctual payment of the amounts due under the Note when the same becomes due and payable in accordance with the terms and conditions of the Note (the "Liability").

2. Guaranty Absolute. The Guarantor guarantees that the Liability shall be paid strictly in accordance with the terms herein and the Note. The liability of the Guarantor under this Guaranty is absolute.

3. Guaranty Irrevocable. The Guaranty is a continuing guaranty and shall remain in full force and effect until payment in full of the Liability is no longer in effect.

4. Payments Generally. All payments by the Guarantor shall be made in the manner, at the place, and in United States currency as outlined and described in the Note.

5. No Amendments and Waivers. No amendment or waiver of any provision of this Guaranty, nor consent to any departure by the Guarantor therefrom, shall be effective unless it is in writing and signed by Nelson and the Guarantor and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

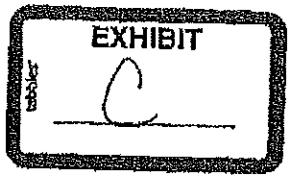
6. Assignment. This Guaranty shall be binding on, and shall inure to the benefit of the Guarantor, Creditor and their respective successors and assigns, provided that the Guarantor may not assign or transfer his rights or obligations under this Guaranty.

7. Governing Law. This Guaranty shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered by its duly authorized member.

GUARANTOR,

Mike Nicholson



PROMISSORY NOTE

$1,500,000.00

Nashville, Tennessee
May 22, 2006

FOR THE VALUE RECEIVED, on or before May 22, 2009 (the "Maturity Date"), the undersigned TWIN HILLS GROUP, LLC, a duly organized and existing Tennessee limited liability company qualified to do and doing business in Tennessee ("Maker"), promises to pay to the order of THE GREEN GROUP, LLC, ("Payee"), without grace, at such place as Payee may designate to Maker in writing from time to time, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100THS DOLLARS ($1,500,000.00), together with interest on the outstanding principal balance hereof at an annual rate equal to eleven percent (11.0%); provided that in no event shall the rate of interest payable in respect of the indebtedness evidenced hereby exceed the maximum rate of interest from time to time allowed to be charged by applicable law (the "Maximum Rate"). Interest shall be calculated daily on the basis of the actual number of days elapsed over a 360-day year.

All or any part of the unpaid balance of this Note may be prepaid at any time without premium or penalty. Any payments under this Note shall be applied first to the payment of interest accrued hereunder and second to the principal.

The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(1) The failure of Maker to pay the amount due under this Note by the Maturity Date; and

(2) The appointment of receiver for all or part of the property of, assignment for the benefit of creditors by, or commencement of any proceeding under any bankruptcy or insolvency laws by or against Maker; provided, however, if an involuntary petition for bankruptcy is filed against Maker, an Event of Default will only occur if such petition is not dismissed within ninety (90) days from the date such petition is filed.

Upon the occurrence of an Event of Default then in any such event the Payee may, at its option, declare this Note to be immediately due and payable and thereupon this Note shall become due and payable for the entire unpaid principal balance of this Note plus accrued interest and other charges on this Note without any presentment, demand, protest or other notice of any kind.

The Maker waives demand, presentment, protest, notice of protest, notice of dishonor and notice of nonpayment of this Note. Unless otherwise specifically agreed by the Payee in writing, the liability of the Maker shall not be affected by (1) any renewal hereof or other extension of the time for payment of the indebtedness evidenced hereby or any amount due in respect thereof, or (2) the release of all or any part of any collateral now or hereafter securing the payment of the indebtedness evidenced hereby or any portion thereof. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

In the event this Note is placed in the hands of an attorney for collection or for enforcement or protection of the security, or if the Payee incurs any costs incident to the collection of the indebtedness evidenced hereby or the enforcement or protection of the security,

the Maker and any endorsers hereof agree to pay reasonable attorneys' fees, all court and other costs, and the reasonable costs of any other collection efforts.

No waiver of any right or remedy hereunder shall be valid unless in writing executed by the Payee, and any such waiver shall be effective only in the specific instance and for the specific purpose given. All rights and remedies of the Payee are cumulative and may be exercised singly, concurrently or successively. The Maker hereby consents to the assignment of this Note, in whole or in part.

This Note has been negotiated, executed and delivered in the State of Tennessee, and is intended as a contract under and shall be construed and enforceable in accordance with the laws of said state.

The Note shall be guaranteed by the guarantors named in the Guaranty attached to this Note as Exhibit A.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed as of the date first above written.

TWIN HILLS GROUP, LLC

By: _____
Mike Nicholson
Chief Manager

EXHIBIT A TO PROMISSORY NOTE
DATED MAY 22, 2006

GUARANTY

This Guaranty, dated as of May 22, 2006, is made by Mike Nicholson, a person over the age of majority and a resident of the State of Tennessee ("Guarantor") in favor of The Green Group, LLC, a Tennessee limited liability company ("Creditor").

RECITALS

WHEREAS, TWIN HILLS GROUP, LLC has executed the Secured Promissory Note dated May 22, 2006 (the "Note").

NOW THEREFORE, in consideration of the Guaranty and in order to induce Creditor to enter into or extend or give financial accommodation with respect to the Note, the Guarantor agrees as follows:

1. Guaranty of Payment. The Guarantor unconditionally and irrevocably guarantees to Creditor and her successors and assigns, the punctual payment of the amounts due under the Note when the same becomes due and payable in accordance with the terms and conditions of the Note (the "Liability").

2. Guaranty Absolute. The Guarantor guarantees that the Liability shall be paid strictly in accordance with the terms herein and the Note. The liability of the Guarantor under this Guaranty is absolute.

3. Guaranty Irrevocable. The Guaranty is a continuing guaranty and shall remain in full force and effect until payment in full of the Liability is no longer in effect.

4. Payments Generally. All payments by the Guarantor shall be made in the manner, at the place, and in United States currency as outlined and described in the Note.

5. No Amendments and Waivers. No amendment or waiver of any provision of this Guaranty, nor consent to any departure by the Guarantor therefrom, shall be effective unless it is in writing and signed by Nelson and the Guarantor and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

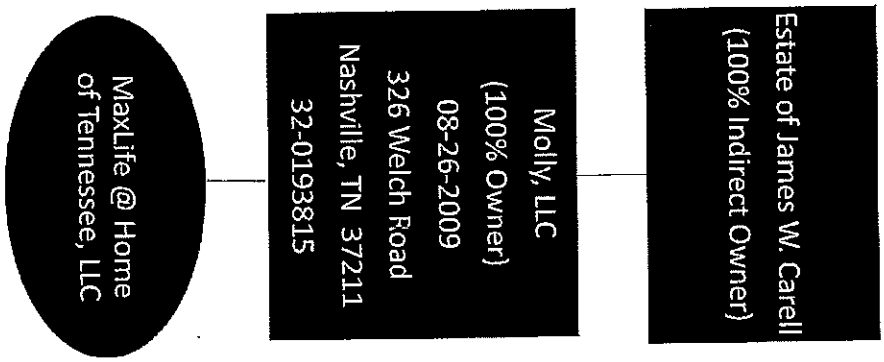
6. Assignment. This Guaranty shall be binding on, and shall inure to the benefit of the Guarantor, Creditor and their respective successors and assigns, provided that the Guarantor may not assign or transfer his rights or obligations under this Guaranty.

7. Governing Law. This Guaranty shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered by its duly authorized member.

GUARANTOR,

Section A, Applicant profile, item 4



Section A: Applicant profile, Item 5

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as the 1st day of January, 2015, by and between CareAll, LLC, and Molly, LLC, on the one hand (Careall, LLC and Molly, LLC are collectively referred to as "Careall") and CareAll Management, LLC ("CA Management") on the other.

WITNESSETH:

WHEREAS CareAll, LLC is the owner of J.W. Carell Enterprises, LLC, Professional Home Health Care, LLC, University Home Health, LLC, and VIP Nursing & Rehabilitation Services, LLC, and Molly, LLC is the owner of MaxLife @ Home of Tennessee, LLC ("Agencies"); and

WHEREAS the Agencies are engaged in the home health care business; and

WHEREAS CA Management is engaged in and experienced in the management of home health care agencies; and

WHEREAS CareAll, LLC and Molly, LLC (collectively "Careall") consider it to be in its best interest to engage the services of CA Management; and

WHEREAS CareAll and CA Management entered into a Service Agreement on the 1st day of October, 2009, which shall be terminated as of the date of this Agreement;

NOW, THEREFORE, for and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. **Rights, Powers and Responsibilities.**

a. CareAll hereby retains CA Management exclusively to provide the services specified herein for Agencies during the term of this Service Agreement.

b. CareAll and CA Management agree that CareAll shall retain final authority with respect to all professional and ethical affairs of Agencies, all fiscal affairs of Agencies, all general operating policies, and all other aspects of the operation of Agencies, except as are specifically delegated to CA Management herein.

c. CA Management shall, with CareAll's approval, have the right to consent, in the name of the Agencies through appropriate legal proceedings, the validity of application of any law, ordinance, ruling, regulation, or requirement of any governmental agency having jurisdiction over Agencies. Agencies shall cooperate with CA Management with regard to the contest and Agencies shall pay any reasonable attorney's fees incurred with regard to such action. Counsel for the contest shall be selected by CA Management with approval of CareAll.

d. CA Management shall have the obligation to process all third-party claims for services rendered, including the right to contest adjustments and denials by third party payors (or their agents), without requiring written consent of Agencies.

B. **Services**.
During the term of this Agreement, CA Management shall, subject to Section 1 herein, provide the services set forth in Attachment A, attached hereto and incorporated herein by reference.

C. **Access to Records and Facilities**.
Such books and records, as are maintained by CA Management for the purpose of providing services under this Agreement, shall be made available, upon request, to CareAll, its agents, accountants, and attorneys, or upon receipt of a properly executed request, any representative of the Secretary of Health & Human Services or the Comptroller General of the United States, during normal business hours. CA Management shall respond to any questions of CareAll concerning the books and records and shall assist Agencies' auditors in the conduct of an audit of Agencies' annual financial statements. CA Management agrees to retain said books and records for a period of four (4) years after the settlement date for each year's Medicare cost report.

D. **Accreditation and License**.
   a. CA Management shall employ its best efforts to manage Agencies in such a manner as will ensure that all necessary licenses, permits, consents, and approvals from all government agencies have jurisdiction over Agencies' operations are obtained and in compliance.
   b. Neither CareAll, Agencies, nor CA Management shall knowingly or purposefully take any action which shall:
      i. Cause any government authority having jurisdiction over the operation of Agencies to institute any proceeding(s) for the rescission or revocation of any necessary license, permit, consent, or approval, or
      ii. Adversely affect Agencies' right to obtain and accept payments under title XVIII of the Social Security Act, or any other public or private program for payment for medical services rendered.

E. **Use of CA Management's Staff and Services**.
CA Management's staff specialize in such areas as accounting, auditing, budgeting, human resources, billing systems, clinical expertise, medical/utilization review, and third-party payments for home health care services. CA Management's staff shall be actively utilized by Agencies in the day-to-day operation of Agencies when considered desirable by CA Management or upon the reasonable request of CareAll or Agencies.

F. **Special Projects**.

CA Management may, from time to time, engage consultants or teams of consultants, to perform projects in regard to services other than those stipulated in this Agreement, where such projects can be construed as contributing to improved operations of CareAll and Agencies and their fees shall be paid by CareAll or Agencies.

G. **CareAll's and Agencies' Representative.**
CareAll and Agencies hereby appoint its Chief Executive Officer, or his or her designee, as its authorized representative to take any action necessary to enable CA Management to act on CareAll's or Agencies' behalf pursuant to this Agreement, including without limitation the authority to grant any necessary approvals or consents, and to receive any reports or other documents to be provided by CA Management under this Agreement.

H. **Term.**
The term of the Agreement shall be for a period of one (1) year commencing January 1, 2015, and ending December 31, 2015, and shall be automatically renewed on an annual basis for a term of one (1) year unless written notice of non-renewal is given by a party to the other parties at least sixty (60) days prior to the end of the initial term or a renewal term of this Agreement.

I. **Event of Default – Termination by CA Management.**
CA Management may terminate this Agreement if CareAll shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of the Agreement to be kept, observed, or performed by CareAll or Agencies and such default shall continue for a period of thirty (30) days after notice thereof by CA Management to CareAll.

J. **Event of Default – Termination by CareAll.**
   a. Any of the following shall be an event of default hereunder on the part of CA Management:
      i. If CA Management shall fail to keep, observe, pay, or perform any convenient obligation, agreement, term, or provision of this Agreement to be kept, observed, paid, or performed by CA Management and such default shall continue for a period of sixty (60) days after notice thereof by CareAll to CA Management.
      ii. If any license necessary or desirable for the operation of Agencies is at any time suspended, terminated, or revoked, and such suspension, termination, or revocation shall continue unstayed and in effect for a period of forty-five (45) days consecutively.
   b. If the event of default shall be failure to make payment as provided in this Agreement, CareAll shall, in addition to recovery of the amount paid, be entitled to reasonable attorney's fees and costs of collection.

K. **Management Fees.**

a. During the term of this Agreement, CA Management and CareAll shall be compensated for services rendered in accordance with fee schedules set forth in Attachment B, attached hereto and incorporated herein by reference.

b. CA Management shall include monthly management fees for services rendered by CA Management in the financial statements distributed by the 20th of the following month.

c. Management fees shall be paid periodically based upon review of Available Funds, taking into account short term cash requirements as monitored by the Controller.

d. The Special Trustee of the CareAll Dynasty Trust shall approve the payment of all management fees.

L. **Non-assumption of Liabilities.**
CA Management shall not, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of CareAll or Agencies, and will in its role as CA Management have only the obligations to exercise reasonable care in its management and handling of the funds generated from the operation of Agencies.

M. **Notices.**
All notices hereunder by either party to the other shall be in writing. All notices, demands, and requests shall be deemed given when mailed, postage prepaid, registered or certified mail:

a. To CareAll at: Attention Bill Ramsey, Neal & Harwell, PLC, 1504 4th Avenue North, Suite 2000, Nashville, TN 37219-2498.

b. To CA Management at: Attention Rick W. Hartwig, 326 Welch Road, Nashville, TN 37211. Or to such other address or to such other person who may be designated by notice given from time to time during the term of this Agreement by one party to another.

N. **Assignability.**
This Agreement may be assigned by any party and shall be binding upon its assigns and successors in interest.

O. **Entire Agreement.**
This Agreement contains the entire agreement between the parties hereto, and no representation or agreement, oral or otherwise, between the parties not embodied herein or attached hereto shall be of any force and effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

P. **Governing Law.**

This Agreement has been executed and delivered in the State of Tennessee and all of the terms and provisions hereof and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws thereof.

Q. Captions and Headings.
The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of this or the scope or intent of this Agreement nor in any way affect the Agreement.

R. Impossibility of Performance.
CA Management shall not be deemed to be in violation of this Agreement if it is prevented, either directly or indirectly, from performing any of its obligations hereunder for any reason beyond its control, including without limitation, allowable Medicare funding, acts of God, or the public enemy, flood or storm strikes, or statutory regulation or rule of any federal, state, or local government, or any agency thereof.

S. Termination of Prior Agreements.
CareAll and the other parties hereto hereby terminate all prior Service Agreements and any other agreements among the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"CareAll" CareAll, LLC

By: Wm T Ramsey
William T. Ramsey, Special Trustee

"CA Management" CareAll Management, LLC

By:
Rick W. Hartwig, CEO

ATTACHMENT "A"
TO SERVICE AGREEMENT
(January 1, 2015)

SERVICES TO BE PROVIDED BY CAREALL MANAGEMENT, LLC

Section 1: Reimbursement Services

1.A CareAll Management, LLC ("CA Management") shall be responsible for the preparation of Agencies' annual Medicare cost report.

1.B CA Management shall continuously review and monitor payments, calculate where necessary and submit such computations to the Medicare Administrative Contractor ("MAC") as required. CA Management shall prepare, or cause to be prepared, the appropriate reports, if any, to be filed with the MAC.

1.C CA Management shall negotiate on behalf of Agencies any repayment schedules necessary in the event Agencies are overpaid by third-party payers and lack sufficient funds for immediate repayment.

1.D CA Management shall report key census and visit/hour statistics to agencies monthly to assist with appropriate management of staffing and financial resources.

1.E CA Management shall conduct on behalf of Agencies any formal and/or informal appellate proceedings in regard to claims appeals due to payor denials by the MAC, TennCare or commercial payors. Appellate proceedings must have the approval of Agencies, and this shall also mean that the expenses associated with proceedings shall be borne by Agencies.

1.F CA Management may perform, on a periodic basis, reviews to ensure that Agencies are appropriately completing initial assessments and re-assessments to ensure beneficiaries are receiving the appropriate level of medically necessary care in accordance with applicable law and regulation. Based on outcomes of these reviews, CA Management shall provide education and training to indicated staff.

1.G CA Management may conduct all matters with representatives of the MAC including, but not limited to, the following:

a. Entrance and exit conferences;
b. Repayment schedule;
c. Administrative reviews; and
d. Appeal procedure up to the Provider Reimbursement Review Board level.

1.H CA Management shall handle all matters on behalf of Agencies with representatives of respective government agencies concerned with the administration of Title XVIII of the Social Security Act.

1.I CA Management shall advise Agencies on a regular basis of developments, legislative and otherwise, which may affect the operations of Agencies, e.g. certificate of need regulations, payor reimbursement updates, federal and state regulatory updates, etc.

1.J CA Management shall be responsible for collection and disbursement of all funds or monies, Medicare, Medicaid, and other third party payors received by Agencies and maintain books and records in accordance with prudent accounting principles.

1.K All funds received or generated by Agencies' operations shall be deposited by CA Management in a bank account(s) as designated by Agencies. Said accounts are defined as operating accounts, in the name of Agencies, out of which shall be disbursed all costs and expenses relative to the operation of Agencies. CA Management shall regularly monitor Agencies' cash flow and manage cash to ensure financial viability. Any and all checks or documents of withdrawal from the operating accounts shall be signed by CA Management.

1.L CA Management will establish and maintain relationships with third-party commercial payors and negotiate in-network contracts where it is beneficial for the Agencies. Contract rates will be renegotiated periodically.

1.M CA Management will provide third-party payor credentialing and re-credentialing as required by contract on behalf of the Agencies.

Section 2: Clinical/Operational Services

2.A CA Management shall prepare and deliver data for the Joint Annual Reports ("JAR") as requested by the State of Tennessee each year with respect to the Agencies. JAR data will be provided within two (2) weeks of the published due date.

2.B CA Management shall prepare and deliver such other reports as are reasonable, from time to time, requested by the Agencies with regard to comparisons of Agencies to similar agencies and analysis of the relative efficiency of Agencies' various services.

2.C CA Management shall provide quarterly 10% audit of active/discharge records, post-billing, based upon quarterly census in each home health and private duty office.

2.D CA Management shall review the occurrence reports and infection surveillance reports daily for liability determination and intervention.

2.E CA Management shall prepare the quarterly Quality Assessment and Performance Improvement ("QAPI") summary report for each Agency which includes analysis and summary of OASIS submission reports, Infection Surveillance reports, occurrence reports, quarterly Potentially Avoidable Events reports, quarterly Risk Adjusted Outcome reports, quarterly Process Quality Measure reports, quarterly Agency Patient Related Characteristics reports, and quarterly Home Health CAHPS reports.

2.F CA Management shall periodically review the work related educational needs of Agency employees and shall schedule, organize and/or conduct such internal and/or external training programs and seminars as often as CA Management deems necessary, or at the request of Agencies for such training programs and seminars, to meet performance requirements for Agency employees.

2.G CA Management shall prepare and submit for Agencies' approval, or review and revision, the Agencies' policy and procedure manual. CA Management shall further prepare and submit for Agencies' approval, or review and revision, updates to the policy and procedure manual.

2.H CA Management shall maintain and, where possible, improve or upgrade Agencies' standards and procedures for admitting patients.

Section 3: Human Resources

3.A CA Management shall be responsible for recruiting and staffing of Agency Administrators. All other positions in Agencies shall be hired by Agency Administrators or his or her designee with recruiting assistance from CA Management's Human Resources Department.

3.B CA Management shall prepare and submit for Agencies' approval, or review and revision, the job descriptions for all categories of Agencies' staff, general human resources policies and wage and salary ranges. Proposals for adjustments to the wage and salary ranges, whether necessitated by law or equity, shall be periodically submitted to Agencies for review and recommendations.

3.C CA Management shall prepare and submit for Agencies' approval, or review and revision, the Employee Handbook. CA Management shall further prepare and submit for Agencies' approval, or review and revision, updates to the Employee Handbook.

3.D CA Management shall recommend and implement, appropriate employee benefit programs. Employee benefits are defined as benefits for full-time and qualifying employees, such as medical, dental, and vision insurance, 401(k) retirement plans, life insurance benefits, worker's compensation insurance, and vacation and holiday pay.

Section 4: Accounts Receivable/Billing/Purchasing/Computer Services

4.A CA Management shall maintain and, where possible, improve or upgrade Agencies' standards and procedures for collecting revenues from patients and/or third-party payors. CA Management shall implement collection activities and shall ensure uniformity of charges to patients, based on usual and customary charges and payor negotiated rates.

4.B CA Management shall provide preparation, billing, and collection of patient accounts. CA Management shall take all reasonable steps to ensure that all claims related to the production of revenue are processed on a timely basis, and in the format prescribed by contracted payors. CA Management shall institute on-line processing of claims, electronic remittance advices, and automated clearinghouse payments to the greatest extent possible.

4.C CA Management shall enforce the rights of Agencies as a creditor under any contract for the performance of any services.

4.D CA Management shall purchase such medical supplies, solutions, equipment, and vehicles (including leasing thereof), furniture, materials, and services (including service and maintenance contracts) which are deemed necessary for the efficient operations of Agencies. Purchases in excess of $500.00 (five hundred dollars) will require approval by the Agency Administrator as well as the Controller.

4.E CA Management shall be responsible for prompt payment of accounts payable, invoices, employee payroll and payroll taxes, general taxes levied on the Agencies and insurance premiums of Agencies. CA Management's responsibility under this section shall be limited to the exercise of due care and reasonable diligence to apply funds collected in the operation of Agencies in a timely and prudent manner, and CA Management does not assume financial obligation for funding the payment of the liabilities.

4.F CA Management shall provide local computer and electronic equipment and internal and external network capabilities and telephone services to Agencies along with required periodic maintenance and upgrade of equipment and network services.

4.G CA Management shall have the authority to arrange for lease equipment when it appears to be in the best interest of Agencies.

4.H CA Management shall provide software training on the billing and timekeeping system and the medical records documentation system for new Agency employees and on an ongoing basis for remediation as necessary.

Section 5: Marketing

5.A CA Management shall assist the Agencies in establishing and maintaining ongoing community relations programs designed to assist the public with interpretation of Agencies' services and to foster good working relationships with physicians and other providers within the health care community.

5.B CA Management shall be responsible for matters involving media on behalf of the Agencies.

5.C CA Management shall participate with Agencies at meetings, conventions, seminars, and workshops related to the home health care field and/or specifically to Agencies, both on a local and national basis.

5.D CA Management shall establish and maintain the careallinc.org company website and other social media sites.

Section 6: Accounting/Risk Management Services

6.A CA Management shall provide and maintain all risk management services to Agencies including worker's compensation coverage and general liability/ professional liability insurance policies and provide for claims management / liaison with the Agencies and insurance carriers.

6.B CA Management shall maintain an adequate chart of accounts, accounting systems, internal controls and such other accounting and statistical data gathering systems as are necessary to comply with applicable laws and regulations.

6.C CA Management shall ensure that proper inventories of all of Agencies' fixed and current assets are maintained on a current basis and that adequate controls are exercised to safeguard Agencies' assets.

6.D CA Management shall establish and maintain an internal cost containment program designed to stimulate employee interest in controlling cost wherever practicable and to promote employee awareness of the need to contain costs through proper procedure, work methods and adherence to Agencies' established policies.

6.E CA Management shall be responsible for preparing and processing the Agencies' payrolls, filing all reports required by state and federal laws, quarterly state unemployment reports, 940s, 941s, W-2s, W-3s, 1095s, and 1099s.

6.F CA Management shall prepare and deliver monthly financial statement containing a balance sheet and statement of income in conventional detail, within twenty (20) days after the end of the proceeding calendar month to which the financial statement relates.

6.G Not later than the commencement of each fiscal year, CA Management shall prepare and deliver to Agencies with respect to the following fiscal year:

a. An operating budget setting forth an estimate of operating revenues and expenses for the next fiscal year. The budget shall be in conventional detail and shall contain narrative explanations of assumptions made that differ significantly from the prior year; and

b. A capital expenditure budget outlining a program of capital expenditures for the next fiscal year. This budget shall designate priority of proposed expenditures.

ATTACHMENT "B"
TÓ SERVICE AGREEMENT
(January 1, 2015)

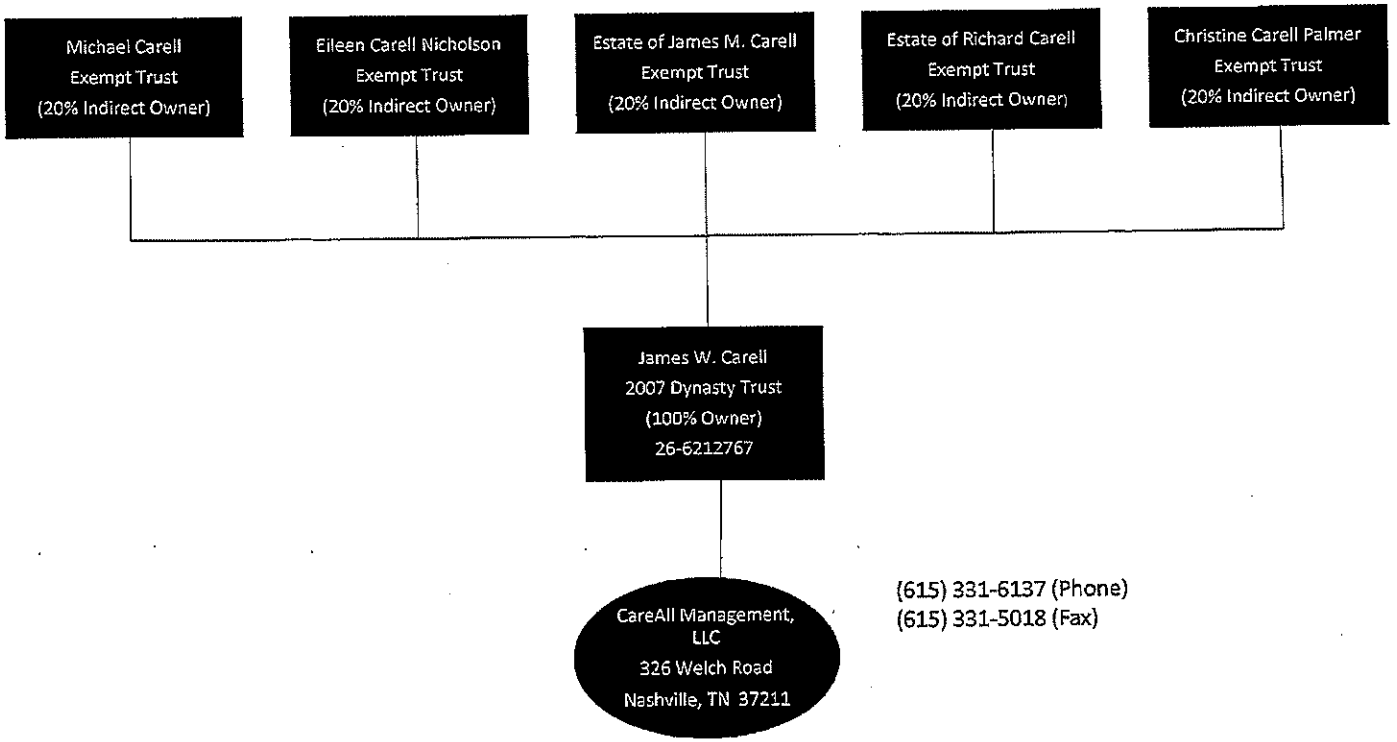
Management Fees.

1. Compensation to CareAll Management, LLC ("CA Management")

a. Home Health Care. Agency shall pay to CA Management eighteen percent (18%) of its gross revenues generated from its home health care operations, payable periodically, based upon review of available funds, taking into account short term cash requirements, as monitored by the Controller.

b. Private Duty Care. Agency shall pay to CA Management eight and one half percent (8½%) of its gross revenues generated from its private duty care operations, payable periodically, based upon review of available funds, taking into account short term cash requirements, as monitored by the Controller.

Section A: Applicant profile
Items 5



Section A: Applicant Profile, item 6

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (the "Agreement") is made and effective July 1, 2016,

BETWEEN: **JWC Family, LLC** (the "Landlord"), a Limited Liability Company organized and existing under the laws of the State of Tennessee, with its head office located at:

4015 Travis Drive
Nashville, TN 37211

AND: **MaxLife at Home of Tennessee, LLC** (the "Tenant"), Limited Liability Company organized and existing under the laws of the State of Tennessee, with its head office located at:

900 Nashville Highway
Columbia, TN 38401

IN CONSIDERATION OF the sum of $10.00 paid by the tenant to the landlord, the receipt whereof is hereby acknowledged, the landlord hereby grants to the tenant, its successors, and assigns, the exclusive option to lease the above mentioned property as per the attached Lease, upon the following terms and conditions:

1. TERM OF OPTION

This option and all rights and privileges hereunder shall expire the day of July 1, 2017.

2. NOTICE OF EXERCISE OF OPTION

This option is to be exercised by the tenant by written notice delivered personally or forwarded by registered or certified mail, return receipt requested, within the time limited in paragraph 1 to the landlord at the address first above recited.

3. APPLICATION OF OPTION PAYMENT

In the event that the tenant does not exercise his option as herein provided, all sums paid on account thereon shall be retained by the landlord as consideration for this option free of all claims of the tenant, and neither party shall have any further rights or claims against the other.

4. EFFECT OF EXERCISE OF OPTION

In the event that the tenant does exercise its option as herein provided, the sum paid on account of the option shall be applied to the first month's rent, and the terms, covenants, and conditions in the attached Lease Agreement shall become the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD
JWC Family, LLC

Christine C Palmer
Authorized Signature

Christine C. Palmer
Print Name and Title

TENANT
MaxLife At Home of Tennessee, LLC

Authorized Signature

Rick W. Harris, CEO
Print Name and Title

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE") IS MADE AND ENTERED INTO THIS 26TH DAY OF OCTOBER, 2016 (THE "EFFECTIVE DATE") BY AND JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS "LANDLORD"), AND MAXLIFE AT HOME OF TENNESSEE, LLC (HEREINAFTER REFERRED TO AS "TENANT").

WITNESSETH:

IN CONSIDERATION OF THE RENTS, COVENANTS AND AGREEMENTS HEREINAFTER RESERVED AND CONTAINED ON THE PART OF TENANT TO BE OBSERVED AND PERFORMED, LANDLORD DEMISES AND LEASES TO TENANT, AND TENANT RENTS FROM LANDLORD, THE PROPERTY (AS SUCH TERM IS HEREINAFTER DEFINED) PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE SPECIFIC PROVISIONS AND THE GENERAL PROVISIONS BELOW.

SPECIFIC PROVISIONS

(A) LANDLORD'S ADDRESS:	4015 TRAVIS DRIVE NASHVILLE, TN 37211
(B) TENANT'S ADDRESS:	900 NASHVILLE HWY COLUMBIA, TN 38401
(C) TENANT:	MAXLIFE AT HOME OF TENNESSEE, LLC
(D) BUILDING:	4015 TRAVIS DRIVE, NASHVILLE, TN 37211, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT A.
(E) PREMISES:	A PORTION OF THE BUILDING, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT C.
(F) RENTABLE AREA:	1102 SQUARE FEET.
(G) LEASE TERM:	THE TERM OF THE LEASE SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL EXPIRE THREE YEARS (3) YEARS FROM AND AFTER THE RENT COMMENCEMENT DATE.

(H) RENT COMMENCEMENT DATE: 1ST DAY OF THE MONTH FOLLOWING THE LEASE OPTION EXERCISE DATE.

(I) BASE RENT PER MONTH (EXCLUDING SALES TAX PAYABLE THEREON, IF ANY:

YEAR 1: $11.35 PER SQ FT	$12,507.70 PER YR. / $1,042.30 PER MO.
YEAR 2: $11.81 PER SQ FT	$13,014.62 PER YR. / $1,084.55 PER MO.
YEAR 3: $12.28 PER SQ FT	$13,532.56 PER YR. / $1,127.71 PER MO.

LANDLORD INITIALS

TENANT INITIALS

(K)RENT: BASE RENT PLUS ADDITIONAL RENT

(L)SALES TAX: IF APPLICABLE, TENANT SHALL PAY ALL SALES TAX IMPOSED ON THE TOTAL BASE RENT, COMMON AREA MAINTENANCE COSTS AND ANY OTHER AMOUNTS PAYABLE BY TENANT UNDER THIS LEASE, IMPOSED AT THE RATE IN EFFECT FROM TIME TO TIME WITHIN THE MUNICIPALITY HAVING JURISDICTION OVER THE PROPERTY. ANY CHANGES WITH RESPECT THERETO SHALL NOT AFFECT THE LIABILITY OF TENANT FOR ALL SALES TAXES AS MAY BE IMPOSED FROM TIME TO TIME WITH RESPECT TO ANY OBLIGATIONS UNDER THIS LEASE.

(M)SECURITY DEPOSIT: N/A

(N)PERMITTED USE OF PREMISES: GENERAL OFFICE AS DEFINED IN SECTION 4 OF THE GENERAL PROVISIONS OF THIS LEASE AND OTHER USES AS PERMITTED BY LANDLORD IN IT'S SOLE DISCRETION.

(O)TENANT'S PROPORTIONATE SHARE:	NINE AND EIGHTY SEVEN ONE-HUNDREDTHS PERCENT (9.87%)
(P)RULES AND REGULATIONS:	SET FORTH IN EXHIBIT B TO THIS LEASE.
(Q)GUARANTY:	ATTACHED EXHIBIT D
(R)IMPROVEMENT BUILD-OUT:(NONE)	ATTACHED EXHIBIT E (IF APPLICABLE.)

1. PROPERTY AND TERMS.

(A)DESCRIPTION OF PROPERTY. LANDLORD HEREBY LEASES TO TENANT, AND TENANT HEREBY ACCEPTS AND RENTS FROM LANDLORD THE PREMISES (AS DEFINED IN THE SPECIFIC PROVISIONS OF THIS LEASE), TOGETHER WITH THE NONEXCLUSIVE RIGHT TO USE ALL PARKING AREAS, DRIVEWAYS, SIDEWALKS AND OTHER COMMON FACILITIES FURNISHED BY LANDLORD FROM TIME TO TIME (COLLECTIVELY, THE "PROPERTY").

(B)TERM. THE TERM OF THIS LEASE ("TERM") SHALL COMMENCE ON THE FIRST DAY OF THE MONTH FOLLOWING THE OPTION EXERCISE DATE AND CONTINUE FOR THREE YEARS.

(C)RENEWAL OPTION. NOT APPLICABLE

2. RENT. THIS IS A PURE "NET LEASE". RENT PAYABLE BY TENANT TO LANDLORD HEREIN ("RENT") SHALL INCLUDE BASE RENT AND ADDITIONAL RENT (AS SUCH TERMS ARE HEREINAFTER DEFINED.)

DURING THE LEASE TERM, COMMENCING ON THE RENT COMMENCEMENT DATE, TENANT SHALL PAY TO LANDLORD, THE ANNUAL BASE RENT AS SPECIFIED IN THE SPECIFIC PROVISIONS OF THIS LEASE (THE "BASE RENT") IN EQUAL

MONTHLY INSTALLMENTS AND EACH DUE ON THE FIRST DAY OF EACH MONTH DURING THE TERM.

IN ADDITION, TENANT SHALL PAY TO LANDLORD ADDITIONAL RENT ("ADDITIONAL RENT") TO COVER TENANT'S PROPORTIONATE SHARE OF THE LANDLORD'S OPERATING EXPENSES (AS DEFINED BELOW) INCURRED DURING THE TERM (THE ESTIMATED ADDITIONAL RENT TO BE PAID PER MONTH DURING ANY CALENDAR YEAR BEGINNING ON THE RENTAL COMMENCEMENT DATE AND WILL BE $337.03 PER MONTH), CALCULATED AS FOLLOWS:

(A) EACH MONTH DURING THE DUE ON THE SAME DAY AS THE BASE RENT IS DUE, TENANT SHALL PAY AN ESTIMATED SUM, SUCH ESTIMATED SUM PROVIDED BY LANDLORD, PAYABLE TO LANDLORD TO COVER TENANT'S PROPORTIONATE SHARE OF LANDLORD'S OPERATING EXPENSES.

(B) WITHIN FORTY-FIVE (45) DAYS AFTER THE END OF EACH CALENDAR YEAR, LANDLORD WILL PROVIDE TENANT WITH THE ACTUAL COST OF LANDLORD'S OPERATING EXPENSES KNOWN AT THAT TIME FOR THE PRECEDING CALENDAR YEAR. IF THE PAYMENT BY TENANT PROVIDED IN SUBSECTION (A) ABOVE RESULTED IN AN OVERPAYMENT, THEN LANDLORD WILL GIVE TENANT A CREDIT AGAINST FUTURE LANDLORD'S OPERATING EXPENSES. IF THE PAYMENT BY TENANT PROVIDED IN SUBSECTION (A) ABOVE RESULTED IN AN UNDERPAYMENT, THEN TENANT SHALL PAY LANDLORD ALL SUCH AMOUNTS OWED WITHIN TEN (10) BUSINESS DAYS. ANY ADDITIONAL AMOUNTS DUE LANDLORD UNDER THIS SUBSECTION (B) IS CONSIDERED ADDITIONAL RENT.

(C) ADDITIONAL RENT FOR EACH SUCCEEDING CALENDAR YEAR SHALL BE INCREASED OR DECREASED FROM THE PRIOR CALENDAR YEAR BY THE AMOUNT CALCULATED IN SUBSECTION (B) ABOVE.

(D) LANDLORD'S FAILURE DURING THE TERM TO PREPARE AND DELIVER ANY OF THE TAX BILLS, STATEMENTS, NOTICES OR BILLS REFERRED TO IN THIS SECTION 2, OR LANDLORD'S FAILURE TO DEMAND PAYMENT OF ADDITIONAL RENT PROVIDED FOR HEREUNDER, SHALL NOT IN ANY WAY CAUSE LANDLORD TO FORFEIT OR SURRENDER ITS RIGHT TO COLLECT ANY ADDITIONAL RENT WHICH MAY HAVE BECOME DUE DURING THE TERM.

(E) THE TERM "LANDLORD'S OPERATING EXPENSES" SHALL MEAN ALL EXPENSES INCURRED BY LANDLORD WITH RESPECT TO THE OPERATION, MAINTENANCE, MANAGEMENT, AND REPAIR OF THE BUILDING AND PROPERTY, DETERMINED ON AN ACCRUAL BASIS, IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, INCLUDING, WITHOUT LIMITATION, INSURANCE (FIRE, EXTENDED COVERAGE, RENT, WAR RISK, COMPREHENSIVE PUBLIC LIABILITY, ETC.); UTILITIES (EXCEPT INTERIOR UTILITIES ASSUMED BY TENANT), LICENSES, PERMIT AND INSPECTION FEES, PREMISES' HVAC SYSTEM, JANITORIAL COSTS, WAGES AND SALARIES OF OPERATING PERSONNEL, INCLUDING, AMONG OTHERS, MAIDS, JANITORS, AND SECURITY GUARDS, TOGETHER WITH ALL PAYROLLS, SOCIAL SECURITY, UNEMPLOYMENT AND OTHER

TAXES LEVIED THEREON; REPAIRS, REPLACEMENTS, AND MAINTENANCE TO THE BUILDING AND PROPERTY; LAWN CARE, LANDSCAPING AND SNOW REMOVAL; AD VALOREM TAXES LEVIED BY ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE BUILDING AND PROPERTY, REAL PROPERTY TAXES, AND ALL OTHER EXPENSES OF A NATURE CUSTOMARILY INCURRED IN THE REASONABLE AND PRUDENT OPERATION OF A FIRST CLASS OFFICE BUILDING, TOGETHER WITH AN ALLOWANCE FOR THE GENERAL OVERHEAD OF THE LANDLORD IN THE PROVISION OF SUCH SERVICES NOT TO EXCEED $5000.00 PER MONTH. LANDLORD'S OPERATING EXPENSES SHALL NOT INCLUDE EXPENSES THAT ARE RELATED TO A PORTION OF THE BUILDING OCCUPIED BY ANY OTHER TENANT ONLY AND NOT AFFECTING THE BUILDING AS A WHOLE OR THE PREMISES.

RENT FOR A PORTION OF A MONTH SHALL BE PRORATED, AND ALL RENTALS ARE TO BE PAID IN ADVANCE.

SALES TAX, IF APPLICABLE, SHALL BE DUE AND PAYABLE BY TENANT TO LANDLORD ON ALL SUMS PAID IN CONSIDERATION OF THIS LEASE, INCLUDING BUT NOT LIMITED TO, RENT.

PAYMENTS ARE TO BE MADE TO LANDLORD'S ADDRESS AS GIVEN IN THE SPECIFIC PROVISIONS SET FORTH ABOVE OR TO SUCH OTHER PLACE AS LANDLORD MAY DIRECT THROUGH NOTICE TO TENANT WITHOUT DEMAND OR FURTHER NOTICE, WHICH IS HEREBY EXPRESSLY WAIVED. NO SET-OFF OR COUNTERCLAIM WHATEVER MAY BE DEDUCTED BY TENANT FROM ANY RENTALS DUE.

OTHER REMEDIES FOR NON-PAYMENT OF RENT NOTWITHSTANDING, IF THE MONTHLY RENTAL PAYMENT IS NOT RECEIVED BY LANDLORD ON OR BEFORE THE TENTH DAY OF THE MONTH FOR WHICH THE RENT IS DUE, OR IF ANY OTHER PAYMENT DUE LANDLORD BY TENANT IS NOT RECEIVED BY LANDLORD ON OR BEFORE THE TENTH DAY OF THE MONTH NEXT FOLLOWING THE MONTH IN WHICH TENANT WAS INVOICED, A LATE PAYMENT CHARGE OF FIVE PERCENT (5%) OF SUCH PAST DUE AMOUNT SHALL BECOME DUE AND PAYABLE IN ADDITION TO SUCH AMOUNTS OWED UNDER THIS LEASE.

TENANT ACKNOWLEDGES THAT THE RENT IS AN AMOUNT AGREED BETWEEN LANDLORD AND TENANT FOR TENANT'S USE OF THE PREMISES AND HAS NO RELATION TO THE ACTUAL SQUARE FOOTAGE OF THE SPACE LEASED BY TENANT.

3. SECURITY DEPOSIT. UPON EXECUTION OF THIS LEASE, TENANT SHALL PAY TO LANDLORD A SECURITY DEPOSIT FOR THE FAITHFUL PERFORMANCE OF TENANT'S OBLIGATIONS UNDER THIS LEASE IN THE AMOUNT OF ZERO DOLLARS ($0.00) (THE "SECURITY DEPOSIT"). IF TENANT FAILS TO PAY RENT OR OTHER CHARGES DUE HEREUNDER, OR OTHERWISE DEFAULTS UNDER THIS LEASE, LANDLORD MAY USE, APPLY OR RETAIN ALL OR A PORTION OF THE SECURITY DEPOSIT TO COMPENSATE LANDLORD FOR THE AMOUNT DUE BY

TENANT (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS LEASE. IF LANDLORD USES OR OTHERWISE APPLIES ALL OR ANY PORTION OF THE SECURITY DEPOSIT, TENANT SHALL RESTORE SUCH SECURITY DEPOSIT WITHIN TEN (10) DAYS OF NOTICE FROM LANDLORD. THE SECURITY DEPOSIT SHALL BE NON-INTEREST BEARING AND LANDLORD SHALL BE ENTITLED TO RETAIN SUCH FUNDS IN ITS GENERAL ACCOUNTS. THE BALANCE OF THE SECURITY DEPOSIT NOT APPLIED OR USED BY LANDLORD AS PERMITTED IN THIS PARAGRAPH SHALL BE REFUNDED TO TENANT THIRTY (30) DAYS AFTER THE LATER OF (I) EXPIRATION OR OTHER TERMINATION OF THIS LEASE, AND (II) TENANT HAS VACATED THE PREMISES.

4. USE OF PREMISES. TENANT SHALL USE THE PREMISES ONLY FOR GENERAL OFFICE AND SHALL COMPLY WITH ALL LAWS (INCLUDING, WITHOUT LIMITATION, THE OCCUPATIONAL SAFETY AND HEALTH ACT AND THE AMERICANS WITH DISABILITIES ACT), ORDINANCES, ORDERS, REGULATIONS OR ZONING CLASSIFICATIONS OF ANY LAWFUL GOVERNMENTAL AUTHORITY, AGENCY OR OTHER PUBLIC OR PRIVATE REGULATORY AUTHORITY (INCLUDING INSURANCE UNDERWRITERS OR RATING BUREAUS) HAVING JURISDICTION OVER THE PROPERTY. TENANT SHALL HOLD LANDLORD HARMLESS FROM ANY PENALTIES, FINES, COSTS, EXPENSES OR DAMAGES RESULTING FROM FAILURE TO SO COMPLY. TENANT SHALL NOT DO ANY ACT OR FOLLOW ANY PRACTICE RELATING TO THE PROPERTY WHICH SHALL CONSTITUTE A NUISANCE OR DETRACT IN ANY WAY FROM THE REPUTATION OF THE BUILDING AS A FIRST CLASS REAL ESTATE DEVELOPMENT. TENANT'S DUTIES IN THIS REGARD SHALL INCLUDE MAKING ARRANGEMENTS AT TENANT'S EXPENSE FOR THE PROPER STORAGE AND TIMELY DISPOSITION OF GARBAGE AND REFUSE AT A LOCATION AND IN CONTAINMENT FACILITIES PROVIDED BY LANDLORD ON THE PROPERTY SO LONG AS THE AMOUNT OF GARBAGE AND REFUSE BEING GENERATED BY TENANT IS NOT EXCESSIVE NOR IS CONSIDERED TO BE HAZARDOUS WASTE AS DESCRIBED IN SECTION 5 OF THIS LEASE, AND TAKE NO ACTION THAT WOULD CAUSE ALL IMMEDIATELY ADJACENT SIDEWALK, PARKING AND LOADING AREAS NOT TO BE KEPT IN A NEAT AND ORDERLY CONDITION FREE FROM RUBBISH, DIRT, SNOW AND ICE, AND ALLOWING NO NOXIOUS OR OFFENSIVE ODORS, FUMES, GASES, SMOKE, DUST, STEAM OR VAPORS, OR ANY LOUD OR DISTURBING NOISE OR VIBRATIONS TO ORIGINATE IN OR EMIT FROM THE PREMISES. TENANT WILL NOT CAUSE DRIVEWAYS TO BE OBSTRUCTED AND WILL NOT IMPEDE ACCESS TO THE PROPERTY. IF TENANT DOES NOT ADHERE TO THE ABOVE TERMS, LANDLORD MAY PROCURE SERVICES TO REMEDY THE OUTSTANDING TERMS AT A COST TO THE TENANT TO BE FACTORED INTO THE ADDITIONAL RENT.

FURTHERMORE, TENANT SHALL ABIDE BY AND ADHERE TO THOSE RULES AND REGULATIONS SET FORTH ON EXHIBIT B ANNEXED HERETO AND MADE A PART HEREOF.

5. HAZARDOUS WASTE. TENANT HEREBY REPRESENTS AND WARRANTS TO, AND COVENANTS WITH, LANDLORD THAT (A) TENANT SHALL OCCUPY AND USE THE PREMISES AND THE PROPERTY IN COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS (AS DEFINED BELOW), (B) TENANT SHALL OBTAIN ALL LICENSES, PERMITS AND OTHER GOVERNMENTAL OR REGULATORY ACTIONS

NECESSARY FOR TENANT'S OCCUPANCY AND USE OF THE PREMISES AND THE PROPERTY TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL LAWS, (C) TENANT SHALL GIVE LANDLORD PROMPT WRITTEN NOTICE IF TENANT RECEIVES ANY NOTICE WITH RESPECT TO A HAZARDOUS MATERIAL (AS DEFINED BELOW) ON, FROM OR AFFECTING THE PREMISES OR THE PROPERTY OR ANY PART THEREOF, (D) TENANT SHALL NOT USE THE PREMISES OR THE PROPERTY OR ANY PART THEREOF IN ANY MANNER THAT WOULD CAUSE THE PREMISES OR THE PROPERTY TO BECOME A HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITY WITHIN THE MEANING OF ANY APPLICABLE ENVIRONMENTAL LAWS, (E) TENANT SHALL NOT USE THE PREMISES OR THE PROPERTY OR ANY PART THEREOF IN ANY MANNER SO AS TO CAUSE A RELEASE OR THREAT OF A RELEASE OF HAZARDOUS MATERIAL FROM THE PREMISES OR THE PROPERTY WITHIN THE MEANING OF ANY ENVIRONMENTAL LAWS OR SO AS TO CAUSE A DISCHARGE OF POLLUTANTS OR EFFLUENTS INTO ANY WATER SOURCE OR SYSTEM OR A DISCHARGE INTO THE AIR OF ANY EMISSIONS THAT WOULD BE IN VIOLATION OF ENVIRONMENTAL LAWS, OR REQUIRE A PERMIT UNDER ANY APPLICABLE ENVIRONMENTAL LAWS. TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) AND CLAIMS OF EVERY KIND SUFFERED BY OR ASSERTED AGAINST LANDLORD AS A RESULT OF THE FAILURE BY TENANT TO COMPLY FULLY WITH THE TERMS AND PROVISIONS OF THIS SECTION 5. FOR PURPOSES OF THIS LEASE, "HAZARDOUS MATERIAL" MEANS POLYCHLORINATED BIPHENYLS, PETROLEUM AND PETROLEUM PRODUCTS, FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, ASBESTOS AND ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL DEFINED AS SUCH IN (OR FOR PURPOSES OF) APPLICABLE ENVIRONMENTAL LAWS OR LISTED AS SUCH BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY OR ANY COMPARABLE STATE AGENCY OR DEPARTMENT. "ENVIRONMENTAL LAWS" MEANS ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL LAWS, REGULATIONS OR RULINGS APPLICABLE TO ENVIRONMENTAL CONDITIONS ON, UNDER OR ABOUT THE PREMISES OR PROPERTY INCLUDING, BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT AND THE CLEAN WATER ACT.

6. CONDITION OF PROPERTY. TENANT SHALL ACCEPT THE PREMISES AND THE PROPERTY (INCLUDING THE BUILDING) "AS IS", WITH ALL DEFECTS, IN ITS CONDITION AND STATE OF REPAIR ON THE COMMENCEMENT DATE OF THE TERM. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PREMISES OR PROPERTY, AND LANDLORD SHALL HAVE NO OBLIGATION TO PERFORM ANY WORK WHATSOEVER TO IMPROVE THE PREMISES OR PROPERTY BEFORE OR DURING THE TERM, EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE.

7. TAXES. TENANT SHALL PAY ALL TAXES OR ASSESSMENTS OF ANY NATURE IMPOSED OR ASSESSED UPON ITS TRADE FIXTURES, EQUIPMENT, MACHINERY, INVENTORY, MERCHANDISE OR OTHER PERSONAL PROPERTY LOCATED ON

THE PROPERTY AND OWNED BY OR IN THE CUSTODY OF TENANT AS PROMPTLY AS ALL SUCH TAXES OR ASSESSMENTS BECOME DUE AND PAYABLE WITHOUT ANY DELINQUENCY.

8. FIRE AND EXTENDED COVERAGE INSURANCE. TENANT SHALL PROCURE, CARRY AND MAINTAIN DURING THE TERM, FIRE AND EXTENDED COVERAGE INSURANCE INSURING ITS INTEREST IN TENANT'S IMPROVEMENTS IN THE PREMISES AND ITS INTEREST IN ITS OFFICE FURNITURE, EQUIPMENT AND SUPPLIES, AND OTHER PERSONAL PROPERTY WHICH INSURANCE SHALL COVER TENANT TO THE FULL INSURABLE VALUE THEREOF AGAINST DAMAGES TO ALL SUCH PROPERTY AND IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, CAUSED BY OR ATTRIBUTABLE TO WATER DAMAGE, SPRINKLER LEAKAGE OR SPRINKLER FLOW. TENANT HEREBY WAIVES ANY RIGHTS OF ACTION AGAINST LANDLORD FOR LOSS OR DAMAGE COVERED BY SUCH INSURANCE AND TENANT COVENANTS AND AGREES WITH LANDLORD THAT IT WILL OBTAIN A WAIVER FROM THE CARRIER OF SUCH INSURANCE RELEASING SUCH CARRIER'S SUBROGATION RIGHTS AS AGAINST LANDLORD. WITHIN TWENTY (20) DAYS FOLLOWING NOTICE FROM LANDLORD, TENANT SHALL DEPOSIT WITH LANDLORD THE POLICY OR POLICIES OF SUCH INSURANCE OR A CERTIFICATE OR CERTIFICATES THEREOF. THE INSTRUMENTS DEPOSITED WITH LANDLORD HEREUNDER SHALL BE EVIDENCE THAT SUCH INSURANCE IS IN FULL FORCE AND EFFECT, THAT SUCH INSURANCE WILL NOT BE TERMINATED OR CANCELLED WITHOUT PROVIDING LANDLORD WITH TEN (10) DAYS PRIOR WRITTEN NOTICE, AND THAT THE CARRIER OF SUCH INSURANCE WAIVES ALL RIGHTS OF RECOVERY BY WAY OF ACTION AGAINST LANDLORD AND/OR ITS AGENTS FOR LOSS OR DAMAGE.

9. ALTERATIONS AND IMPROVEMENTS. TENANT SHALL NOT MAKE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS OR CHANGES IN OR TO THE PREMISES ("IMPROVEMENTS") WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD. ANY REQUEST TO MAKE IMPROVEMENTS SHALL BE ACCOMPANIED BY A SET OF PLANS DRAWN BY A LICENSED ARCHITECT AND A PROPOSED TIMELINE FOR THE COMPLETION OF THE WORK. ANY IMPROVEMENTS APPROVED BY LANDLORD SHALL BE CONSTRUCTED AT TENANT'S SOLE COST AND EXPENSE BY CONTRACTORS OR WORKMEN APPROVED BY LANDLORD AND SHALL BE CONSTRUCTED PROMPTLY AND IN A GOOD AND WORKMANLIKE MANNER AND INCOMPLIANCE WITH ALL INSURANCE REQUIREMENTS AND WITH ALL APPLICABLE PERMITS, AUTHORIZATIONS, BUILDING REGULATIONS, ZONING LAWS AND ALL OTHER GOVERNMENTAL RULES, REGULATIONS, ORDINANCES, STATUTES AND LAWS, NOW OR HEREAFTER IN EFFECT PERTAINING TO THE PREMISES OR TENANT'S USE THEREOF. PRIOR TO THE COMMENCEMENT OF SUCH WORK, TENANT SHALL GIVE EVIDENCE TO LANDLORD THAT APPROPRIATE INSURANCE SATISFACTORY TO LANDLORD HAS BEEN OBTAINED FOR THE PROTECTION OF LANDLORD AND ITS TENANTS AND INVITEES FROM DAMAGE OR INJURY RESULTING FROM THE MALTING OF SUCH IMPROVEMENTS. IN ADDITION, PRIOR TO THE COMMENCEMENT OF SUCH WORK AND AT LANDLORD'S OPTION, TENANT SHALL SECURE, AT TENANT'S EXPENSE, PERFORMANCE, LABOR AND MATERIAL BONDS FOR THE FULL COST OF SUCH WORK, SATISFACTORY TO LANDLORD. NOTWITHSTANDING THE FOREGOING, TENANT SHALL PROVIDE LANDLORD WITH A WAIVER OR LIEN RELEASE

PRIOR TO COMMENCEMENT OF ANY IMPROVEMENTS APPROVED BY LANDLORD. TENANT SHALL, WITHIN THIRTY (30) DAYS, PAY AND DISCHARGE ANY AND ALL LICENSES, IMPOST, LIENS OR OTHER CHARGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED BY TENANT HEREUNDER AND SHALL KEEP THE PREMISES FREE AND CLEAR FROM ANY AND ALL SUCH LIENS AND CHARGES. IN FURTHERANCE THEREOF, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES OR LIABILITIES RESULTING FROM OR ATTRIBUTABLE TO ANY LIENS OR CLAIMS OR LIEN PROMPTLY UPON NOTICE FROM LANDLORD, OR UPON ANY PRIOR NOTICE OF SUCH LIEN OR CLAIM OF LIEN.

LANDLORD WILL DIRECT ELECTRICIANS AS TO WHERE AND HOW TELEPHONE WIRES ARE TO BE INTRODUCED. NO BORING OR CUTTING FOR WIRES WILL BE ALLOWED WITHOUT THE CONSENT OF LANDLORD, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE LOCATION OF TELEPHONES, CALL BOXES AND OTHER OFFICE EQUIPMENT AFFIXED TO THE PREMISES SHALL BE SUBJECT TO THE APPROVAL OF LANDLORD, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. TENANT SHALL NOT LAY LINOLEUM, TILE, CARPET OR OTHER SIMILAR FLOOR COVERINGS AND THE SAME SHALL NOT BE AFFIXED TO THE FLOOR OF THE PREMISES IN ANY MANNER EXCEPT AS APPROVED BY LANDLORD. THE EXPENSE OF REPAIRING ANY DAMAGE RESULTING FROM A VIOLATION OF THIS RULE OR REMOVAL OF ANY FLOOR COVERING SHALL BE BORNE BY THE TENANT (INCLUDING TENANT, IF APPLICABLE) BY WHOM, OR BY WHOSE CONTRACTORS, EMPLOYEES OR INVITEES, THE DAMAGE SHALL HAVE BEEN CAUSED. ANY IMPROVEMENTS MADE BY TENANT SHALL, AT LANDLORD'S OPTION, BECOME THE PROPERTY OF LANDLORD UPON THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE. HOWEVER, LANDLORD SHALL HAVE THE RIGHT TO REQUIRE TENANT TO REMOVE SUCH IMPROVEMENTS, AT TENANT'S SOLE COST AND EXPENSE, UPON SUCH TERMINATION OF THIS LEASE AND TO SURRENDER THE PREMISES IN THE SAME CONDITION AS IT WAS PRIOR TO THE MAKING OF ANY OR ALL SUCH IMPROVEMENTS, ORDINARY WEAR AND TEAR ACCEPTED.

10. TENANT'S COVENANT TO REPAIR. TENANT SHALL BE RESPONSIBLE, AT ITS SOLE COST AND EXPENSE, FOR THE REPAIR, REPLACEMENT AND MAINTENANCE IN GOOD ORDER AND CONDITION OF ALL PARTS AND COMPONENTS OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE PLUMBING, WIRING, ELECTRICAL SYSTEMS, HEATING SYSTEMS, AIR CONDITIONING SYSTEMS, GLASS AND PLATE GLASS, SPRINKLER SYSTEMS LOCATED IN THE PREMISES (IF ANY), AND EQUIPMENT AND MACHINERY CONSTITUTING FIXTURES, UNLESS SUCH REPAIRS OR REPLACEMENTS ARE REQUIRED AS A RESULT OF THE GROSS NEGLIGENCE, MISCONDUCT OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS EMPLOYEES, INVITEES OR LICENSEES, IN WHICH EVENT LANDLORD SHALL BE RESPONSIBLE FOR SUCH REPAIRS. IN ADDITION, TENANT SHALL BE RESPONSIBLE, AT ITS SOLE COST AND EXPENSE FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF ANY UNINSURED DAMAGE TO THE PREMISES, OR THE BUILDING CAUSED SOLELY BY NEGLIGENCE OR WILLFUL MISCONDUCT BY TENANT, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES OR LICENSEES, WHETHER ORDINARY OR

EXTRAORDINARY, STRUCTURAL OR NON-STRUCTURAL, INTERIOR OR EXTERIOR. SHOULD TENANT FAIL, IN LANDLORD'S REASONABLE OPINION, TO REPAIR, REPLACE, OR MAINTAIN THE PREMISES, BUILDING OR PROPERTY AS SET FORTH HEREIN, THEN LANDLORD MAY AFFECT SUCH REPAIRS, REPLACEMENTS, OR MAINTENANCE, AFTER THIRTY (30) DAYS' NOTICE TO TENANT TO CORRECT, AND TENANT SHALL REIMBURSE LANDLORD FOR ALL SUCH EXPENSES WITHIN TEN (10) DAYS OF BILLING. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LANDLORD SHALL CAUSE ALL SCHEDULED MAINTENANCE ON THE PREMISES' HVAC SYSTEM TO BE PERFORMED AS A COMPONENT OF ADDITIONAL RENT. AT THE END OF THE TERM, TENANT SHALL RETURN THE PREMISES, THE BUILDING AND THE PROPERTY TO LANDLORD IN AS GOOD CONDITION AS THEY WERE WHEN RECEIVED, EXCEPTING ONLY NORMAL WEAR AND TEAR, ACTS OF GOD AND REPAIRS REQUIRED TO BE MADE BY LANDLORD HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT DAMAGE TO FLOOR COVERING CAUSED BY LACK OF PROTECTIVE MATS UNDER CHAIRS OR LACK OF CASTERS ON CHAIRS SHALL NOT BE CONSIDERED "NORMAL" OR "REASONABLE" WEAR AND TEAR.

11. LANDLORD'S COVENANT TO REPAIR. SUBJECT TO REIMBURSEMENT AS AN OPERATING EXPENSE, LANDLORD SHALL KEEP AND MAINTAIN THE BUILDING (INCLUDING THE STRUCTURAL PORTIONS OF THE PREMISES, EXCEPT AS SET FORTH HEREIN), AND ITS FIXTURES, APPURTENANCES, SYSTEMS AND FACILITIES SERVING THE PREMISES (EXCEPT TO THE EXTENT ANY SUCH ITEM EXCLUSIVELY SERVES THE PREMISES), IN WORKING ORDER, EXCEPT FOR THOSE REPAIRS FOR WHICH TENANT IS RESPONSIBLE PURSUANT TO ANY OTHER PROVISIONS OF THIS LEASE (THE "LANDLORD REPAIRS"). LANDLORD SHALL HAVE NO LIABILITY TO TENANT BY REASON OF ANY INCONVENIENCE, ANNOYANCE, INTERRUPTION OR INJURY TO BUSINESS ARISING FROM LANDLORD'S MAKING ANY REPAIRS OR CHANGES WHICH LANDLORD IS REQUIRED OR PERMITTED BY THIS LEASE, OR REQUIRED BY LAW, INCLUDING BUT NOT LIMITED TO, ALTERNATIONS FOR THE PURPOSE OF COMPLYING WITH BUILDING CODES REQUIREMENTS EVEN IF SAME ARE NOT BEING MADE TO A PORTION OF THE PREMISES OCCUPIED BY THE TENANT OR TENANTS HEREIN, TO MAKE IN OR TO ANY PORTION OF THE PROPERTY, THE BUILDING OR THE PREMISES, OR THE FIXTURES, EQUIPMENT OR APPURTENANCES THEREOF, PROVIDED THAT LANDLORD SHALL USE DILIGENCE AND SHALL PERFORM SUCH WORK, EXCEPT IN CASE OF ANY EMERGENCY, IN A MANNER WHICH WILL NOT MATERIALLY INTERFERE WITH TENANT'S USE OF THE PREMISES. NOTWITHSTANDING THE FOREGOING, TENANT ACKNOWLEDGES THAT THE FOLLOWING SHOULD NOT BE CONSIDERED LANDLORD REPAIRS: (A) REPAIRS AND REPLACEMENTS OF PORTIONS OF THE PREMISES DAMAGED BY FIRE, CASUALTY OR CONDEMNATION; (B) UNINSURED REPAIRS AND REPLACEMENTS TO AREAS DAMAGED AS A RESULT OF TENANT'S OR ANY OF ITS EMPLOYEE'S, AGENTS CONTRACTOR'S, TENANT'S, SUBTENANT'S, GUEST'S OR INVITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) REPAIRS AND REPLACEMENTS NECESSITATED AS A RESULT OF TENANT'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER; AND (D) ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE PREMISES MADE BY TENANT OR ANY REPAIRS AND REPLACEMENTS ASSOCIATED THEREWITH THAT WOULD NOT HAVE

BEEN PERFORMED BUT FOR SAID ALTERATION, ADDITION OR IMPROVEMENT.

12. SERVICES PROVIDED BY LANDLORD.

(A) LANDLORD SHALL FURNISH THE FOLLOWING SERVICES TO TENANT AT THE PROPER SEASON DURING REASONABLE HOURS (8:00 A.M. TO 6:00 P.M. MONDAY THROUGH FRIDAY, INCLUSIVE) ON NORMAL BUSINESS DAYS, EXCEPT LEGAL HOLIDAYS NORMALLY OBSERVED IN NASHVILLE, TENNESSEE, FOR WHICH TENANT SHALL PAY AND/OR REIMBURSE LANDLORD FOR TENANT'S PROPORTIONATE SHARE OF ALL COSTS ASSOCIATED THEREWITH:

(I) AIR CONDITIONING AND HEAT SUFFICIENT, IN LANDLORD'S JUDGMENT (SUBJECT TO COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL ENERGY LAWS AND REGULATIONS) TO COOL OR HEAT THE PREMISES; AND,

(II) WATER AND SEWER.

(B) LANDLORD SHALL CAUSE ELECTRICAL SERVICE TO BE AVAILABLE TO THE PREMISES FOR LIGHTING AND FOR THE OPERATIONS OF SMALL BUSINESS MACHINERY (E.G., PERSONAL COMPUTERS, TYPEWRITERS, ADDING MACHINES AND OTHER SMALL OFFICE EQUIPMENT), USING 11 A-VOLT, 20-AMP CIRCUITS. TENANT SHALL BE RESPONSIBLE TO SECURING SUCH ELECTRICAL SERVICE FROM THE APPROPRIATE ELECTRIC COMPANY AND SHALL PAY ALL FEES AND EXPENSES, INCLUDING ANY SECURITY DEPOSIT AND MONTHLY USAGE FEES, FOR ITS USE. ADDITIONAL BUSINESS MACHINERY USING NO-VOLT, (E.G. DATA PROCESSING MACHINES AND THE LIKE) MAY BE INSTALLED AT THE PREMISES WITH LANDLORD'S PRIOR CONSENT BUT NOT OTHERWISE, IT BEING UNDERSTOOD IN GIVING OR WITHHOLDING ITS CONSENT, LANDLORD MAY CONSIDER THE EXTENT OF THE LOAD OF SUCH EQUIPMENT UPON THE BUILDING'S ELECTRICAL DISTRIBUTION SYSTEMS, THE WEIGHT OR SIZE OF THE EQUIPMENT, THE NOISE WHICH ELECTRICAL EQUIPMENT GENERATES, AND OTHER RELEVANT FACTORS. NO ELECTRICAL EQUIPMENT MAY BE INSTALLED WHICH, IN, LANDLORD'S OPINION, WILL OVERLOAD THE WIRING INSTALLATIONS OF THE BUILDING OR INTERFERE WITH THE REASONABLE USE OF SUCH WILING, OR OF THE BUILDING ITSELF, BY OTHER TENANTS. SHOULD LANDLORD GRANT CONSENT FOR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT, ALL ADDITIONAL CIRCUITS AND/OR EQUIPMENT REQUIRED THEREFORE SHALL BE PROVIDED BY LANDLORD AND THE COST OF INSTALLATION (AND ANY ADDITIONAL COST OF ELECTRICAL USAGE) SHALL BE PAID BY TENANT UPON LANDLORD'S DEMAND.

(C) THE EXPENSES FOR PROVIDING THE SERVICES SET FORTH IN SECTION 12(A) SHALL BE DEEMED PART OF LANDLORD'S OPERATING EXPENSES AND SHALL BE PAID BY TENANT AS PROVIDED IN SECTION 2.

(D) LANDLORD SHALL IN NO WAY BE LIABLE FOR CESSATION OF ANY OF THE ABOVE SERVICES CAUSED BY STRIKE, ACCIDENT OR BREAKDOWN, OR ANY OTHER CAUSE BEYOND LANDLORD REASONABLE CONTROL, NOR SHALL LANDLORD BE LIABLE FOR DAMAGES FROM THE STOPPING OF ELEVATORS

OR ELEVATOR SERVICE, OR ANY OF THE FIXTURES OR EQUIPMENT IN THE BUILDING BEING OUT OF REPAIR, OR FOR INJURY TO PERSON OR PROPERTY, CAUSED BY ANY DEFECTS IN THE ELECTRICAL EQUIPMENT, HEATING, VENTILATING AND AIR CONDITIONING SYSTEM, ELEVATORS OR PLUMBING, OR FOR ANY DAMAGE ARISING OUT OF FAILURE TO FURNISH THE SERVICES ENUMERATED IN THIS SECTION 12.

13. INSPECTION. LANDLORD SHALL HAVE THE RIGHT TO ENTER AND INSPECT THE PREMISES AND THE PROPERTY AT ANY TIME, ON REASONABLE NOTICE TO TENANT (UNLESS THERE IS AN EMERGENCY, IN WHICH CASE NO NOTICE IS REQUIRED), DURING NORMAL BUSINESS HOURS, FOR THE PURPOSE OF ASCERTAINING THE CONDITION OF THE PREMISES OR THE PROPERTY OR IN ORDER TO MAKE SUCH REPAIRS AS MAY BE REQUIRED TO BE MADE BY LANDLORD UNDER THE OF THIS LEASE. LANDLORD AND LANDLORD'S AGENTS AND REPRESENTATIVES SHALL HAVE THE RIGHT TO ENTER THE PREMISES AND THE PROPERTY AT ANY TIME, DURING REASONABLE BUSINESS HOURS, ON REASONABLE NOTICE TO TENANT FOR THE PURPOSE OF SHOWING THE PREMISES AND/OR THE PROPERTY AND SHALL HAVE THE RIGHT TO ERECT ON THE PROPERTY A SUITABLE SIGN INDICATING THE PREMISES AND/OR PROPERTY WILL BE AVAILABLE FOR LEASE.

14. SIGNS. TENANT SHALL HAVE NO RIGHT TO INSTALL SIGNS UPON THE PROPERTY, INCLUDING THE EXTERIOR OF THE BUILDING OR IN ANY COMMON AREA THEREOF, UNLESS SUCH SIGN HAS BEEN APPROVED IN ADVANCE IN WRITING BY LANDLORD, AND SUBJECT TO ANY APPLICABLE GOVERNMENTAL LAWS, ORDINANCES, REGULATIONS AND OTHER REQUIREMENTS. TENANT SHALL REMOVE ALL SUCH SIGNS AT THE TERMINATION OF THIS LEASE. SUCH INSTALLATIONS AND REMOVALS SHALL BE MADE IN SUCH MANNER AS TO AVOID INJURY OR DEFACEMENT OF THE BUILDING AND OTHER IMPROVEMENTS AND, UPON REMOVAL OF ANY SIGN, TENANT SHALL RESTORE THE AREA TO THE CONDITION IN WHICH IT EXISTED PRIOR TO THE INSTALLATION OF SUCH SIGN.

15. UTILITIES. AS A COMPONENT OF ADDITIONAL RENT, TENANT SHALL PAY FOR ALL UTILITIES AND SERVICES, INCLUDING, WITHOUT LIMITATION, ELECTRICITY, HEAT, WATER, SEWER, TELEPHONE AND JANITORIAL SERVICES TO THE EXTENT SUCH UTILITY SERVICES ARE NOT SEPARATELY METERED. IF LANDLORD DEEMS A TENANT TO BE AN EXCESSIVE WATER USER, LANDLORD MAY INSTALL A SEPARATE SUB-METER, AT SUCH TENANT'S EXPENSE, TO MORE EQUITABLY ALLOCATE THE WATER CHARGES TO THE TENANTS. LANDLORD SHALL NOT BE RESPONSIBLE FOR THE STOPPAGE OR INTERRUPTION OF UTILITIES SERVICES OTHER THAN AS REQUIRED BY ITS LIMITED COVENANT TO REPAIR AND REPLACE AS SET FORTH ABOVE. LANDLORD SHALL NOT BE LIABLE FOR ANY INTERRUPTION OR FAILURE OF UTILITY SERVICES ON THE PROPERTY. ANY SEPARATELY METERED SERVICES WILL NOT BE PART OF THE ADDITIONAL RENT AND WILL BE THE RESPONSIBILITY OF THE TENANT.

16. ASSIGNMENT AND SUBLETTING. TENANT SHALL NOT HAVE THE RIGHT TO ASSIGN THIS LEASE OR ANY RIGHTS UNDER THIS LEASE WITHOUT THE PRIOR

WRITTEN CONSENT OF LANDLORD. TENANT SHALL NOT HAVE THE RIGHT TO SUBLEASE ALL OR ANY PART OF THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. CONSENT OF TENANT'S ASSIGNMENT OR SUBLETTING OF THIS LEASE MAY BE WITHHELD IN LANDLORD'S SOLE DISCRETION.

17. FIRE AND CASUALTY DAMAGE.

(A)IF, THROUGH NO FAULT OF TENANT OR ITS EMPLOYEES, AGENTS OR INVITEES, THE PREMISES SHOULD BE DAMAGED OR DESTROYED BY FIRE, TORNADO, OR OTHER CASUALTY OF THE KIND INSURED AGAINST IN STANDARD POLICIES OF FIRE INSURANCE WITH EXTENDED COVERAGE, (A "CASUALTY EVENT") THE FOLLOWING PROVISIONS APPLY.

(B)IF THE PREMISES SHOULD BE TOTALLY DESTROYED BY FIRE, TORNADO OR OTHER CASUALTY, OR IF IT SHOULD BE SO DAMAGED THAT REBUILDING OR REPAIRS CANNOT BE COMPLETED, IN LANDLORD'S REASONABLE DISCRETION, WITHIN TWO HUNDRED FORTY-FIVE (245) DAYS AFTER THE DATE UPON WHICH LANDLORD IS NOTIFIED BY TENANT OF SUCH DAMAGE, THEN LANDLORD OR TENANT SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE, AND THE RENT SHALL BE ABATED DURING THE UNEXPIRED POSITION OF THIS LEASE, EFFECTIVE UPON THE DATE OF SUCH CASUALTY EVENT.

(C) IF THE PREMISES SHOULD BE DAMAGED BY FIRE, TORNADO OR OTHER CASUALTY, BUT *ONLY* TO THE EXTENT THAT REBUILDING OR REPAIRS CAN BE COMPLETED WITHIN TWO HUNDRED FORTY-FIVE (245) DAYS AFTER THE DATE UPON WHICH LANDLORD RECEIVES NOTICE OF SUCH DAMAGE, WHETHER FROM TENANT OR OTHER SOURCE, THIS LEASE SHALL NOT TERMINATE, BUT LANDLORD SHALL, CAUSE WITH REASONABLE DILIGENCE TO REBUILD OR REPAIR, AS MAY BE APPROPRIATE, TO SUBSTANTIALLY THE SAME CONDITION IN WHICH THE PREMISES EXISTED PRIOR TO SUCH DAMAGE, BUT ONLY TO THE EXTENT OF THE INSURANCE PROCEEDS RECEIVED BY LANDLORD (SO LONG AS THE LANDLORD COMPLIES AND HAS COMPLIED WITH IT S OBLIGATIONS TO CARRY INSURANCE PURSUANT TO THE LEASE). NOTWITHSTANDING THE FOREGOING, LANDLORD SHALL NOT BE REQUIRED TO REBUILD, REPAIR OR REPLACE ANY PART OF THE PARTITIONS, FIXTURES AND OTHER IMPROVEMENTS WHICH MAY HAVE BEEN PLACED IN THE PREMISES BY TENANT. IN THE EVENT THAT THE PREMISES SHOULD BE UNTENABLE IN WHOLE OR IN PART FOLLOWING SUCH DAMAGE AND DURING SUCH PERIOD OF RECONSTRUCTION OR REPAIR, THE RENT DUE AND PAYABLE BY TENANT DURING SUCH PERIOD SHALL ABATE ON A RELATIVE BASIS TO THE PERCENTAGE OF THE PREMISES THAT IS UNTENABLE.

IF THE PREMISES SHOULD BE DAMAGED BY FIRE, TORNADO OR OTHER CASUALTY, AND THE ARCHITECT OR GENERAL CONTRACTOR MUTUALLY SELECTED BY LANDLORD AND TENANT CERTIFIES WITHIN THIRTY (30) DAYS AFTER LANDLORD RECEIVES NOTICE OF SUCH CASUALTY THAT THE PREMISES CANNOT BE RECONSTRUCTED OR REPAIRED WITHIN TWO HUNDRED FORTY-FIVE (245) DAYS AFTER THE DATE OF NOTICE OF SUCH CASUALTY DAMAGE, THEN EITHER LANDLORD OR TENANT MAY TERMINATE THIS LEASE PROVIDED THAT

SUCH NOTICE OF TERMINATION SHALL BE PROVIDED TO THE OTHER NO LATER THAN THIRTY (30) DAYS AFTER THAT PARTY'S RECEIPT OF THE CERTIFICATION FROM THE ARCHITECT OR GENERAL CONTRACTOR THAT THE PREMISES CANNOT BE RECONSTRUCTED OR REPAIRED WITHIN THE TWO HUNDRED FORTY-FIVE (245) DAY PERIOD. ANY FEES, COSTS, AND EXPENSES INCURRED BY THE ARCHITECT OR GENERAL CONTRACTOR WHICH ARE RELATED TO THE DETERMINATION OF THE RE-CONSTRUCTABILITY OR REPARABILITY OF THE PREMISES SHALL BE BORNE EQUALLY BETWEEN LANDLORD AND ALL TENANTS RENTING SPACE IN THE BUILDING. LANDLORD AND ALL TENANTS RENTING SPACE IN THE BUILDING SHALL MUTUALLY SELECT AN ARCHITECT OR GENERAL CONTRACTOR TO INSPECT THE CASUALTY DAMAGE AND DETERMINE WHETHER THE PREMISES AND THE BUILDING CAN BE RECONSTRUCTED OR REPAIRED, WHICHEVER MAY BE APPROPRIATE, WITHIN TWO HUNDRED FORTY-FIVE (245) DAYS AFTER THE DATE OF SUCH CASUALTY DAMAGE. IN THE EVENT THAT NO AGREEMENT CAN BE REACHED AS TO THE ARCHITECT OR GENERAL CONTRACTOR TO BE SELECTED, THEN LANDLORD AND TENANT AGREE TO SUBMIT THE QUESTION TO THE AMERICAN ARBITRATION ASSOCIATION WHO SHALL APPOINT SUCH ARCHITECT OR GENERAL CONTRACTOR.

IN THE EVENT THAT LANDLORD SHALL ELECT OR BE REQUIRED TO RECONSTRUCT OR REPAIR THE PREMISES UNDER THE PROVISIONS CONTAINED IN THIS SECTION 17, AND SUCH RECONSTRUCTION OR REPAIRS ARE NOT COMPLETED WITHIN TWO HUNDRED FORTY-FIVE (245) DAYS AFTER THE DATE UPON WHICH LANDLORD RECEIVES NOTICE OF THE CASUALTY DAMAGE, EXCEPTING FOR ANY PUNCH-LIST ITEMS WHICH DO NOT PROHIBIT THE TENANT'S USE OF THE PREMISES, TENANT MAY, IN ITS REASONABLE OPTION, TERMINATE THIS LEASE BY GIVING LANDLORD NO LESS THAN TEN (10) DAYS WRITTEN NOTICE OF TERMINATION.

IN THE EVENT THAT LANDLORD OR TENANT ELECTS TO TERMINATE THE LEASE AS PROVIDED HEREIN, TENANT'S OBLIGATION TO PAY ANY FURTHER RENT SHALL CEASE AS OF THE DAY FOLLOWING THE DATE OF NOTICE OF SUCH CASUALTY.

(D) ANY DAMAGE CAUSED BY THE INTENTIONAL OR GROSS NEGLIGENT ACT OF TENANT OR ITS EMPLOYEES, AGENT OR INVITEES SHALL BE TENANT'S SOLE RESPONSIBILITY AND SHALL RESULT IN NO RENT ABATEMENT OF ANY KIND OR AMOUNT.

(E) ANY INSURANCE WHICH MAY BE CARRIED BY LANDLORD OR TENANT AGAINST LOSS OR DAMAGE TO THE PREMISES AND OTHER IMPROVEMENTS SITUATED ON THE BUILDING SHALL BE FOR THE SOLE BENEFIT OF THE PARTY CARRYING SUCH INSURANCE AND UNDER ITS SOLE CONTROL.

(F) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IF, THROUGH NO FAULT OF TENANT OR ITS EMPLOYEES, AGENTS OR INVITEES, THE PREMISES SHOULD BE DAMAGED OR DESTROYED BY FIRE, TORNADO OR OTHER CASUALTY OF THE KIND INSURED AGAINST IN STANDARD POLICIES OF

FIRE INSURANCE WITH EXTENDED COVERAGE, LANDLORD SHALL SEEK PROCEEDS FROM ITS INSURANCE PROVIDER TO RESTORE THE PREMISES TO ITS CONDITION PRIOR TO ANY SUCH OCCURRENCE OF CASUALTY, LIMITED TO THE EXTENT OF THE INSURANCE PROCEEDS SO LONG AS THE LANDLORD CARRIES THE INSURANCE REQUIRED HEREUNDER.

18. LIABILITY.

(A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR TENANT'S EMPLOYEES, AGENTS, PATRONS OR VISITORS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES OR BUILDING, CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT, ITS AGENTS, SERVANTS OR EMPLOYEES, OR BY THE FAILURE OF TENANT FULLY AND FAITHFULLY TO PERFORM THE OBLIGATIONS AND OBSERVE THE MATERIAL CONDITIONS OF THIS LEASE, AND TENANT AGREES TO INDEMNIFY LANDLORD AND HOLD IT HARMLESS FROM AND AGAINST ANY LOSS, EXPENSE OR CLAIMS WHATSOEVER, INCLUDING ATTORNEYS' FEES ARISING OUT OF ANY SUCH DAMAGE OR INJURY; EXCEPT THAT ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY THE GROSS NEGLIGENCE WILFUL MISCONDUCT OF LANDLORD, LANDLORD AGREES TO INDEMNIFY TENANT AND HOLD IT HARMLESS FROM ANY AND ALL LOSS, EXPENSE OR CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING OUT OF SUCH DAMAGE OR INJURY ARISING FROM (I) THE FAILURE OF LANDLORD FULLY AND FAITHFULLY TO PERFORM THE OBLIGATIONS AND OBSERVE THE MATERIAL CONDITIONS OF THE LEASE, (II) THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LANDLORD, ITS AGENTS, SERVANTS OR EMPLOYEES, OR (III) ANY ACCIDENT OCCURRING ON OR ABOUT THE PREMISES OR THE BUILDING, CAUSING INJURY TO PERSONS OR DAMAGE TO PROPERTY, OF ANY KIND, IF SUCH ACCIDENT OR OTHER MATTER RESULTED, IN WHOLE OR PART, FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENT, SERVANTS OR EMPLOYEES. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.

TENANT SHALL PROCURE AND MAINTAIN THROUGHOUT THE TERM A POLICY OR POLICIES OF COMMERCIAL GENERAL LIABILITY INSURANCE, INSURING AGAINST ALL CLAIMS, DEMANDS OR ACTIONS FOR BODILY INJURY, DEATH, PROPERTY DAMAGE OR PERSONAL INJURY IN AMOUNTS NOT LESS THAN ONE MILLION DOLLARS ($1,000,000.00) COMBINED SINGLE LIMIT. SUCH INSURANCE SHALL BE WRITTEN BY INSURERS REASONABLY SATISFACTORY TO LANDLORD AND ALL CERTIFICATES AND RENEWAL CERTIFICATES OF INSURANCE SHALL BE PROMPTLY DELIVERED TO LANDLORD AT LEAST TEN (10) DAYS PRIOR TO THE EXPIRATION OF THE RESPECTIVE POLICY TERMS. TENANT SHALL NAME LANDLORD (AND ANY MORTGAGEE OF LANDLORD) AS ADDITIONAL INSURED ON THE INSURANCE POLICY (IES) SECURED BY TENANT.

(B) EXCEPT AS OTHERWISE PROVIDED HEREIN, LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY DAMAGE TO ANY SUCH PROPERTY ON OR ABOUT

THE PREMISES OR BUILDING FROM ANY CAUSE, UNLESS (I) SUCH DAMAGE IS DUE TO LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (II) SUCH DAMAGE IS CAUSED BY AN OCCURRENCE WHICH IS NOT AN INSURABLE EVENT UNDER THE STANDARD FIRE AND BROAD FORM COVERAGE INSURANCE WHICH IS AVAILABLE FOR INSURING SUCH PROPERTY OF TENANT AT THE TIME OF THE LOSS; IT BEING UNDERSTOOD THAT IT IS NOT THE INTENTION OF THE PARTIES THAT LANDLORD BE RELIEVED FROM LIABILITY TO TENANT FOR NEGLIGENCE CONTRARY TO ANY STATUTE OR PUBLIC POLICY OF THE STATE OF TENNESSEE, BUT RATHER THAT TENANT AVAIL ITSELF OF AVAILABLE INSURANCE COVERAGE WITHOUT SUBJECTING LANDLORD TO LIABILITY FOR LOSSES THAT COULD HAVE BEEN INSURED, AND WITHOUT SUBJECTING LANDLORD TO SUBROGATION CLAIMS OF ANY INSURE (WHICH TENANT SHALL CAUSE TO BE WAIVED BY ENDORSEMENT TO TENANT'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY).

(C) EACH OF LANDLORD AND TENANT HEREBY RELEASES THE OTHER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO THE OTHER OR ANYONE CLAIMING THROUGH OR UNDER THEM BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO PROPERTY CAUSED BY FIRE OR ANY OF THE EXTENDED COVERAGE CASUALTIES COVERED BY THE INSURANCE MAINTAINED HEREUNDER, EVEN IF SUCH FIRE OR OTHER CASUALTY SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF THE OTHER PARTY, OR ANYONE FOR WHOM SUCH PARTY MAY BE RESPONSIBLE; PROVIDED, HOWEVER, THAT THIS RELEASE SHALL BE APPLICABLE AND IN FORCE AND EFFECT ONLY WITH RESPECT TO LOSS OR DAMAGE OCCURRING DURING SUCH TIMES AS THE RELEASER'S POLICIES SHALL NOT ADVERSELY AFFECT OR IMPAIR SUCH POLICIES OR PREJUDICE THE RIGHT OF THE RELEASER TO RECOVER THEREUNDER. EACH OF LANDLORD AND TENANT AGREES THAT IT SHALL REQUEST ITS INSURANCE CARRIERS TO INCLUDE IN ITS POLICIES SUCH A CLAUSE OR ENDORSEMENT. IF EXTRA COST SHALL BE CHARGED THEREFORE, EACH PARTY SHALL ADVISE THE OTHER THEREOF AND OF THE AMOUNT OF THE EXTRA COST, AND THE OTHER PARTY, AT ITS ELECTION, MAY PAY THE SAME, BUT SHALL NOT BE OBLIGATED TO DO SO. IF SUCH PARTY ELECTS NOT TO PAY THE EXTRA COSTS, THEN THE OTHER PARTY IS NOT OBLIGATED TO, ADD THE ADDITIONAL COVERAGE FOR SUCH CLAUSE OR ENDORSEMENT.

19. CONDEMNATION.

(A) IF THE WHOLE OR ANY SUBSTANTIAL PART OF THE PROPERTY OR PREMISES SHOULD BE TAKEN FOR ANY PUBLIC OR QUASI-PUBLIC USE UNDER GOVERNMENTAL LAW, ORDINANCE OR REGULATION, OR BY RIGHT OF EMINENT DOMAIN, OR BY DEED IN LIEU THEREOF, THIS LEASE SHALL TERMINATE AND THE RENT SHALL BE ABATED DURING THE UNEXPIRED PORTION OF THE TERM OF THIS LEASE, EFFECTIVE WHEN THE PHYSICAL TAKING OF SAID PROPERTY OR PREMISES SHALL OCCUR. ALL CONDEMNATION AWARDS SHALL BE THE PROPERTY OF LANDLORD, EXCEPT AS FOLLOWS: (I) TENANT MAY SEEK THE UNAMORTIZED VALUE OF THE IMPROVEMENTS TENANT MAKES TO THE PREMISES, (II) TENANT MAY SEEK THE VALUE OF ANY DAMAGE INCURRED TO TENANT'S FURNITURE OR EQUIPMENT

AND (III) TENANT MAY SEEK THE REASONABLE EXPENSES (WHICH DO NOT INCLUDE STORAGE SPACE) INCURRED IN MOVING FROM THE PROPERTY OR PREMISES, PROVIDED THAT NO SUCH RECOVERY BY TENANT SHALL DIMINISH THE AWARD OTHERWISE AVAILABLE TO LANDLORD.

(B) IF LESS THAN A SUBSTANTIAL PART OF THE PROPERTY OR PREMISES SHALL BE TAKEN FOR ANY PUBLIC OR QUASI-PUBLIC USE UNDER ANY GOVERNMENTAL LAW, ORDINANCE OR REGULATION, OR BY RIGHT OF EMINENT DOMAIN OR BY DEED IN LIEU THEREOF, THIS LEASE SHALL NOT TERMINATE, BUT THE RENT PAYABLE HEREUNDER DURING THE UNEXPIRED PORTION OF THIS LEASE SHALL BE REDUCED IN PROPORTION TO THE TOTAL SQUARE FEET LEASED BY TENANT UNDER THIS LEASE, FOR SO LONG AS THE REMAINING PORTION ··OF THE PREMISES AND BUILDING ARE USABLE FOR TENANT'S PURPOSES AND LANDLORD SHALL REPAIR AND RECONSTRUCT THE PREMISES AND THE BUILDING TO MAKE IT A FUNCTIONAL WHOLE, AT LANDLORD' S EXPENSE, EXCEPT TO THE EXTENT OF PROCEEDS AWARDED TO TENANT FOR TENANT'S IMPROVEMENTS AS DESCRIBED IN SECTION 19(A)(I) ABOVE.

20. HOLDING OVER. SHOULD TENANT, OR ANY OF ITS SUCCESSORS IN INTEREST, HOLD OVER THE PREMISES OR THE PROPERTY, OR ANY PART THEREOF, AFTER THE EXPIRATION OF THE TERM, OR ANY EXTENSIONS OF THE TERM, UNLESS OTHERWISE AGREED IN WRITING, SUCH HOLDING OVER SHALL CONSTITUTE AND BE CONSTRUED AS TENANCY FROM MONTH TO MONTH ONLY, AT A RENTAL RATE OF ONE HUNDRED FIFTY PERCENT (150%) OF THE CURRENT BASE RENT THE INCLUSION OF THE PRECEDING SENTENCE SHALL NOT BE CONSTRUED AS LANDLORD' S PERMISSION FOR TENANT TO HOLD OVER, AND LANDLORD RETAINS THE RIGHT TO REPOSSESSION ON DEMAND TO THE EXCLUSION OF ANY IMPLIED RIGHT TO REPOSSESSION BY TENANT.

21. QUIET ENJOYMENT. LANDLORD COVENANTS THAT IT NOW HAS, OR WILL ACQUIRE BEFORE TENANT TAKES POSSESSION OF THE PREMISES AND THE PROPERTY, GOOD TITLE TO THE PROPERTY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPTING ONLY THE LIEN FOR CURRENT TAXES NOT YET DUE, SUCH MORTGAGE OR MORTGAGES AS ARE PERMITTED BY THE TERMS OF THIS LEASE, AND EASEMENTS, RESTRICTIONS AND COVENANTS, OTHER CONDITIONS OF RECORD, NONE OF WHICH PROHIBIT THE USE OF THE PREMISES OR THE PROPERTY AS SET FORTH IN SECTION 4. LANDLORD REPRESENTS AND WARRANTS THAT IT HAS FULL RIGHT AND AUTHORITY TO ENTER INTO THIS LEASE AND THAT TENANT, UPON PAYING THE RENTAL HEREIN SET FORTH AND PERFORMING ITS OTHER COVENANTS AND AGREEMENTS HEREIN SET FORTH, SHALL PEACEABLY AND QUIETLY HAVE, HOLD AND ENJOY THE PREMISES FOR THE TERM HEREOF, WITHOUT HINDRANCE OR MOLESTATION FROM LANDLORD, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

22. EVENTS OF DEFAULT. THE FOLLOWING EVENTS SHALL BE DEEMED TO BE EVENTS OF DEFAULT BY TENANT UNDER THIS LEASE:

(A) TENANT SHALL BECOME INSOLVENT, OR SHALL MAKE A TRANSFER IN FRAUD OF CREDITORS, OR SHALL MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS; OR

(B) TENANT SHALL FILE A PETITION UNDER ANY SECTION OR CHAPTER OF THE NATIONAL BANKRUPTCY ACT, AS AMENDED, OR UNDER ANY SIMILAR LAW OR STATUTE OF THE UNITED STATES OR ANY STATE THEREOF; OR TENANT SHALL BE ADJUDGED BANKRUPT OR INSOLVENT IN PROCEEDINGS FILED AGAINST TENANT THERE UNDER; OR

(C) A RECEIVER OR TRUSTEE SHALL BE APPOINTED FOR ALL OR SUBSTANTIALLY ALL OF TENANT'S ASSETS AS A RESULT OF TENANT'S INSOLVENCY; OR

(D) TENANT SHALL DESERT OR VACATE THE PREMISES FOR A PERIOD IN EXCESS OF THIRTY (30) DAYS; OR

(E) TENANT SHALL FAIL TO PAY RENT OR ANY OTHER SUM DUE LANDLORD HEREUNDER WITHIN FIVE (5) DAYS AFTER WRITTEN NOTICE OF NON-PAYMENT FROM LANDLORD.

(F) TENANT SHALL FAIL TO COMPLY WITH ANY TERM, PROVISION OR ANY OTHER NON-MONETARY PROVISIONS OF THIS LEASE WITHIN (30) DAYS FOLLOWING NOTICE OF SUCH NON-COMPLIANCE FROM LANDLORD.

SHOULD TENANT BE IN DEFAULT, LANDLORD MAY TERMINATE THE LEASE BY GIVING NOTICE OF TERMINATION TO TENANT. SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY LANDLORD IN COMPLIANCE WITH SECTION 31 BELOW.

23. REMEDIES. UPON THE OCCURRENCE OF ANY OF SUCH EVENTS OF DEFAULT DESCRIBED IN SECTION 22 HEREOF, LANDLORD SHALL HAVE THE OPTION TO PURSUE ANYONE OR MORE OF THE FOLLOWING REMEDIES WITHOUT ANY NOTICE OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT SPECIFICALLY REQUIRED BY THE TERMS HEREOF:

(A) TERMINATE THIS LEASE, IN WHICH EVENT TENANT SHALL IMMEDIATELY SURRENDER THE PREMISES TO LANDLORD, AND IF TENANT FAILS TO DO SO, LANDLORD MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY WHICH IT MAY HAVE FOR POSSESSION OR ARREARAGES IN RENT, ENTER UPON AND TAKE POSSESSION OF THE PREMISES AND EXPEL OR REMOVE TENANT AND ANY OTHER PERSON WHO MAY BE OCCUPYING SUCH PREMISES OR ANY PART THEREOF, BY FORCE IF NECESSARY, WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM, OR DAMAGES THEREFORE; AND TENANT AGREES TO PAY TO LANDLORD ON DEMAND THE AMOUNT OF ALL LOSS AND DAMAGE WHICH LANDLORD MAY SUFFER BY REASON OF SUCH TERMINATION, WHETHER THROUGH INABILITY TO RE-LEASE THE PREMISES ON SATISFACTORY TERMS OR OTHERWISE.

(B) ENTER UPON AND TAKE POSSESSION OF THE PREMISES AND EXPEL OR

REMOVE TENANT AND ANY OTHER PERSON WHO MAY BE OCCUPYING SUCH PREMISES OR PROPERTY OR ANY PART THEREOF, BY FORCE IF NECESSARY, WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM FOR DAMAGES THEREFORE, AND RE-LEASE THE PREMISES AND RECEIVE THE RENT THEREFORE; AND TENANT AGREES TO PAY TO LANDLORD ON DEMAND ANY DEFICIENCY AND REASONABLE EXPENSES THAT MAY ARISE BY REASON OF SUCH RE-LEASING, INCLUDING WITHOUT LIMITATION, BROKERAGE COMMISSIONS AND COSTS TO RECONSTRUCT THE PREMISES, EITHER IN WHOLE OR IN PART, FOR A NEW TENANT.

(C) ENTER UPON THE PREMISES, BY FORCE IF NECESSARY, WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM FOR DAMAGES THEREFORE, AND DO WHATEVER TENANT IS OBLIGATED TO DO UNDER THE TERMS OF THIS LEASE; AND TENANT AGREES TO REIMBURSE LANDLORD ON DEMAND FOR ANY EXPENSES WHICH LANDLORD MAY INCUR IN THIS EFFECTING COMPLIANCE WITH TENANT'S OBLIGATIONS UNDER THIS LEASE; AND TENANT FURTHER AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING TO TENANT FROM SUCH ACTION, WHETHER CAUSED BY THE NEGLIGENCE OF LANDLORD OR OTHERWISE.

(D) IF ANY PAYMENTS OF RENT OR ADDITIONAL RENT ARE IN ARREARS FOR MORE THAN TEN (10) DAYS, BEGINNING ON THE 11TH DAY AND CONTINUING UNTIL SUCH ARREARAGE IS PAID, TENANT SHALL BE LIABLE TO LANDLORD FOR PAYMENT OF FURTHER RENT FOR THE PERIOD OF SUCH ARREARAGE AT AN ANNUAL RATE EQUAL TO THE LESSER OF TEN PERCENT (10%) OF SUCH ARREARAGE OR THE MAXIMUM RATE ALLOWABLE UNDER TENNESSEE LAW OF SUCH ARREARAGE.

(E) IN CASE SUIT SHALL BE BROUGHT FOR RECOVERY OF POSSESSION OF THE PREMISES, FOR THE RECOVERY OF RENT OR ANY OTHER AMOUNT DUE UNDER THE PROVISIONS OF THIS LEASE, OR BECAUSE OF THE BREACH OF ANY OTHER COVENANT HEREIN CONTAINED ON THE PART OF TENANT OR LANDLORD TO BE KEPT OR PERFORMED, AND A BREACH SHALL BE ESTABLISHED, THE PARTY IN DEFAULT SHALL PAY TO THE OTHER PARTY ALL OTHER EXPENSES INCURRED THEREFORE, INCLUDING REASONABLE ATTORNEYS' FEES. PURSUIT OF ANY OF THE FOREGOING REMEDIES SHALL NOT PRECLUDE PURSUIT OF ANY OF THE OTHER REMEDIES HEREIN PROVIDED OR ANY OTHER REMEDIES PROVIDED BY LAW, NOR SHALL PURSUIT OF ANY REMEDY HEREIN PROVIDED CONSTITUTE A FORFEITURE OR WAIVER OF ANY RENT DUE TO LANDLORD HEREUNDER OR OF ANY DAMAGES ACCRUING TO LANDLORD BY REASON OF THE VIOLATION OF ANY OF THE TERMS, PROVISIONS AND COVENANTS HEREIN CONTAINED. LANDLORD'S ACCEPTANCE OF THE PAYMENT OF RENTAL OR OTHER PAYMENTS HEREUNDER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT SHALL NOT BE CONSTRUED AS A WAIVER OF SUCH DEFAULT. FORBEARANCE BY LANDLORD OR TENANT TO ENFORCE ONE OR MORE OF THE REMEDIES HEREIN PROVIDED UPON AN EVENT OF DEFAULT SHALL NOT BE DEEMED OR CONSTRUED TO CONSTITUTE A WAIVER OF SUCH DEFAULT. IF, FOR ANY REASON OTHER THAN FORCE MAJURO AS DEFINED IN SECTION 28 OF THIS LEASE, LANDLORD FAILS TO PERFORM ANY OF THE OBLIGATIONS REQUIRED TO BE PERFORMED BY LANDLORD PURSUANT TO THIS LEASE, AND SUCH FAILURE IS NOT EXPRESSLY EXCUSED HEREIN OR THE RESULT OF A DEFAULT BY TENANT HEREUNDER, TENANT SHALL HAVE SUCH REMEDIES AS ARE AVAILABLE AT LAW OR IN EQUITY, INCLUDING,

WITHOUT LIMITATION, AN ACTION FOR SPECIFIC PERFORMANCE OF THIS LEASE, AND ALL OF SUCH REMEDIES SHALL BE CUMULATIVE. NO PROVISION OF THIS LEASE SHALL BE DEEMED TO HAVE BEEN WAIVED BY LANDLORD OR TENANT, UNLESS SUCH WAIVER IS IN WRITING SIGNED BY LANDLORD OR TENANT, AS THE CASE MAY BE.

24. LANDLORD'S LIEN. IN THE EVENT OF A DEFAULT UNDER THIS LEASE, LANDLORD SHALL HAVE, IN ADDITION TO ANY OTHER REMEDIES HEREIN OR BY LAW, ALL RIGHTS AND REMEDIES UNDER THE UNIFORM COMMERCIAL CODE IN EFFECT IN THE STATE OF TENNESSEE AT THE TIME OF THE EVENT OF DEFAULT. ANY STATUTORY LIEN FOR RENT IS NOT HEREBY WAIVED.

25. SUBORDINATION. THIS LEASE IS SUBJECT AND SUBORDINATE TO ANY AND ALL MORTGAGES OR DEEDS OF TRUST NOW OR HEREAFTER PLACED ON THE PROPERTY OF WHICH THE PREMISES IS A PART, AND THIS CLAUSE SHALL BE SELF OPERATIVE WITHOUT ANY FURTHER INSTRUMENT NECESSARY TO EFFECT SUCH SUBORDINATION; HOWEVER, IF REQUESTED BY LANDLORD, TENANT SHALL PROMPTLY EXECUTE AND DELIVER TO LANDLORD ANY SUCH CERTIFICATE OR CERTIFICATES AS LANDLORD MAY REASONABLY REQUEST EVIDENCING SUBORDINATION OF THIS LEASE TO, OR THE ASSIGNMENT OF THIS LEASE AS ADDITIONAL SECURITY FOR SUCH MORTGAGES OR DEEDS OF TRUST. PROVIDED, HOWEVER, IN EACH CASE THE HOLDER OF THE MORTGAGE OR DEED OF TRUST SHALL AGREE THAT THIS LEASE SHALL NOT BE DIVESTED BY FORECLOSURE OR OTHER DEFAULT PROCEEDING THERE UNDER SO LONG AS TENANT SHALL NOT BE IN DEFAULT UNDER THE TERMS OF THIS LEASE AND TENANT SHALL NOT BE DISTURBED IN ITS USE AND OCCUPANCY OF THE PREMISES. TENANT SHALL CONTINUE ITS OBLIGATIONS UNDER THIS LEASE IN FULL FORCE AND EFFECT NOTWITHSTANDING ANY SUCH DEFAULT PROCEEDINGS UNDER A MORTGAGE OR DEED OF TRUST AND SHALL ATTORN TO THE MORTGAGEE, TRUSTEE OR BENEFICIARY OF SUCH MORTGAGE OR DEED OF TRUST, AND THEIR SUCCESSORS OR ASSIGNS, AND TO THE TRANSFEREE UNDER ANY FORECLOSURE OR DEFAULT PROCEEDINGS. TENANT SHALL, UPON REQUEST BY LANDLORD, EXECUTE AND DELIVER TO LANDLORD OR TO ANY OTHER PERSON DESIGNATED BY LANDLORD, ANY INSTRUMENT OR INSTRUMENTS REQUIRED TO GIVE EFFECT TO THE PROVISIONS OF THIS PARAGRAPH.

26. TRANSFER OF LANDLORD'S INTEREST. IF LANDLORD SHALL SELL, ASSIGN OR TRANSFER ALL OF ITS INTEREST IN THE BUILDING, OR IN THIS LEASE, TO A SUCCESSOR IN INTEREST WHICH EXPRESSLY ASSUMES THE OBLIGATIONS OF LANDLORD HEREUNDER, THEN LANDLORD SHALL THEREUPON BE RELEASED AND DISCHARGED FROM ALL COVENANTS AND OBLIGATIONS HEREUNDER SO LONG AS THE LANDLORD IS NOT IN DEFAULT,, AND TENANT SHALL LOOK SOLELY TO SUCH SUCCESSOR IN-INTEREST FOR PERFORMANCE OF ALL OF LANDLORD'S OBLIGATIONS. TENANT'S OBLIGATIONS UNDER THIS LEASE SHALL IN NO MANNER BE AFFECTED BY LANDLORD'S ASSIGNMENT HEREUNDER, AND TENANT SHALL THEREAFTER ATTORN AND LOOK SOLELY TO SUCH SUCCESSOR-IN-INTEREST AS THE LANDLORD HEREUNDER.

27. ESTOPPEL CERTIFICATES WITHIN FIFTEEN (15) DAYS AFTER A WRITTEN REQUEST BY LANDLORD, TENANT SHALL DELIVER A WRITTEN ESTOPPELS CERTIFICATE, IN FORM SUPPLIED BY OR ACCEPTABLE TO LANDLORD, CERTIFYING ANY FACTS THAT ARE THEN TRUE WITH RESPECT TO THIS LEASE, INCLUDING WITHOUT LIMITATION THAT: (1) THIS LEASE IS IN FULL FORCE AND EFFECT; (2) NO DEFAULT EXISTS ON THE PART OF LANDLORD OR TENANT; (3) TENANT IS IN POSSESSION; (4) TENANT HAS COMMENCED PAYMENT OF RENT; AND (5) THERE ARE NO DEFENSES OR OFFSETS CLAIMED BY TENANT WITH RESPECT TO PAYMENT OF RENTALS UNDER THIS LEASE. LIKEWISE, WITHIN FIFTEEN (15) DAYS AFTER A REQUEST BY TENANT, LANDLORD SHALL DELIVER TO TENANT A SIMILAR ESTOPPELS CERTIFICATE COVERING SUCH MATTERS AS ARE REASONABLY REQUIRED BY TENANT.

28. FORCE MAJEURE. IN THE EVENT LANDLORD OR TENANT SHALL BE DELAYED, HINDERED OR PREVENTED FROM THE PERFORMANCE OF ANY ACT REQUIRED HEREUNDER, BY REASON OF GOVERNMENTAL RESTRICTIONS, SCARCITY OF LABOR OR MATERIALS, STRIKES, FIRE, OR ANY OTHER REASONS BEYOND THEIR CONTROL,, THE PERFORMANCE OF SUCH ACT SHALL BE EXCUSED FOR THE PERIOD OF DELAY, AND THE PERIOD FOR PERFORMANCE OF ANY SUCH ACT SHALL BE EXCUSED BY THE PERIOD OF THE DELAY AND THE PERIOD FOR PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED AS NECESSARY TO COMPLETE PERFORMANCE AFTER THE DELAY PERIOD. HOWEVER, THE PROVISIONS OF THIS PARAGRAPH SHALL IN NO WAY BE APPLICABLE TO TENANT'S OBLIGATIONS TO PAY RENT AND ALL OTHER SUMS, MONIES, COSTS, CHARGES OR EXPENSE REQUIRED BY THIS LEASE. IN THE EVENT THAT THE PREMISES BECOME UNTENABLE FOR A PERIOD IN EXCESS OF ONE HUNDRED EIGHTY (180) DAYS THROUGH ANY ACT AS DEFINED IN THIS SECTION 28, TENANT OR LANDLORD MAY, AT THEIR REASONABLE DISCRETION, ELECT TO TERMINATE THIS LEASE BY GIVING THE OTHER NO LESS THAN TEN (10) DAYS WRITTEN NOTICE OF TERMINATION. IN THE EVENT THAT EITHER THE LANDLORD OR THE TENANT ELECTS TO TERMINATE THIS LEASE AS PROVIDED HEREIN, TENANT'S OBLIGATION TO PAY ANY FURTHER RENT SHALL CEASE AS OF THE DAY FOLLOWING THE DATE OF TERMINATION AS DEFINED IN THE WRITTEN NOTICE PROVIDED HEREIN.

29. REMEDIES CUMULATIVE – NONWAIVER. UNLESS OTHERWISE SPECIFIED IN THIS LEASE, NO REMEDY OF LANDLORD OR TENANT SHALL BE CONSIDERED EXCLUSIVE OF ANY OTHER REMEDY, BUT EACH SHALL BE DISTINCT, SEPARATE AND CUMULATIVE WITH OTHER AVAILABLE REMEDIES. EACH REMEDY AVAILABLE UNDER THIS LEASE, OR AT LAW, OR IN EQUITY MAY BE EXERCISED BY LANDLORD OR TENANT FROM TIME TO TIME AS OFTEN AS THE NEED MAY ARISE. NO COURSE OF DEALING BETWEEN LANDLORD AND TENANT, OR ANY DELAY OR OMISSION OF LANDLORD OR TENANT IN EXERCISING ANY RIGHT ARISING FROM THE OTHER PARTY'S DEFAULT, SHALL IMPAIR SUCH RIGHT OR BE CONSTRUED TO BE A WAIVER OF A DEFAULT.

30. MECHANIC'S LIENS. TENANT SHALL HAVE NO AUTHORITY, EXPRESS OR

IMPLIED, TO CREATE OR PLACE ANY LIEN OR ENCUMBRANCE OF ANY KIND OR NATURE WHATSOEVER UPON, OR IN ANY MANNER TO BIND THE INTEREST OF LANDLORD IN THE PREMISES OR ON THE PROPERTY, OR TO CHARGE THE RENTALS PAYABLE HEREUNDER FOR ANY CLAIM IN FAVOR OF ANY PERSON DEALING WITH TENANT, INCLUDING THOSE WHO MAY FURNISH MATERIALS OR PERFORM LABOR FOR ANY CONSTRUCTION OR REPAIRS, AND EACH SUCH CLAIM SHALL AFFECT AND EACH SUCH LIEN SHALL ATTACH TO, IF AT ALL, ONLY THE LEASEHOLD INTEREST GRANTED TO TENANT BY THIS INSTRUMENT. TENANT COVENANTS AND AGREES THAT IT SHALL PROMPTLY PAY OR CAUSE TO BE PAID ALL SUMS LEGALLY DUE AND PAYABLE BY IT ON ACCOUNT OF ANY LABOR PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH ANY WORK PERFORMED ON THE PREMISES OR ON THE PROPERTY ON WHICH ANY LIEN IS OR CAN BE VALIDLY AND LEGALLY ASSERTED AGAINST ITS LEASEHOLD INTEREST IN THE PREMISES OR THE PROPERTY OR THE IMPROVEMENTS THEREON, AND THAT IT SHALL SAVE AND HOLD LANDLORD HARMLESS FROM ANY AND ALL LOSS, COST, OR EXPENSE BASED ON OR ARISING OUT OF ASSERTED CLAIMS OR LIENS AGAINST THE LEASEHOLD ESTATE OR AGAINST THE RIGHTS, TITLES AND INTEREST OF LANDLORD IN THE PREMISES AND THE PROPERTY, OR UNDER THE TERMS OF THIS LEASE. ALL EXPENSES INCURRED BY LANDLORD IN CONNECTION WITH THE ASSERTION OF ANY MECHANICS LIEN AGAINST THE PREMISES OR THE BUILDING IN VIOLATION OF TENANT'S OBLIGATIONS HEREUNDER , INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, SHALL BE IMMEDIATELY PAYABLE TO LANDLORD BY TENANT WITH INTEREST THEREON WITH INTEREST AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM OR THE MAXIMUM RATE ALLOWABLE BY TENNESSEE LAW, WHICHEVER IS LESS, FROM THE DATE OF PAYMENT BY LANDLORD UNTIL LANDLORD RECEIVES PAYMENT FROM TENANT. LANDLORD SHALL HAVE THE RIGHT AT ALL TIMES TO RECORD AMONG THE PUBLIC RECORDS AND/OR TO POST AND KEEP POSTED ON THE PROPERTY ANY NOTICES PERMITTED OR REQUIRED BY LAW, OR WHICH LANDLORD SHALL DEEM PROPER, FOR THE PROTECTION OF THE PROPERTY, LANDLORD AND ANY OTHER PARTY HAVING AN INTEREST IN THE PROPERTY FROM LIENS OF ANY KIND OR NATURE.

31. NOTICES. EACH PROVISION OF THIS INSTRUMENT OR OF ANY APPLICABLE GOVERNMENTAL LAWS, ORDINANCES, REGULATIONS AND OTHER EQUIPMENT WITH REFERENCE TO THE SENDING, MAILING OR DELIVERY OF ANY NOTICE, OR THE MAKING OF ANY PAYMENT BY LANDLORD TO TENANT OR WITH REFERENCE TO THE SENDING, MAILING OR DELIVERY OF ANY NOTICE OR THE MAKING OF ANY PAYMENT BY TENANT TO LANDLORD SHALL BE DEEMED TO BE COMPLIED WITH WHEN AND IF THE FOLLOWING STEPS ARE TAKEN:

(A) ALL RENTS AND OTHER PAYMENTS REQUIRED TO BE MADE BY TENANT TO LANDLORD HEREUNDER SHALL BE MAILED TO THE ADDRESS SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE, OR AT SUCH OTHER ADDRESS AS LANDLORD MAY SPECIFY FROM TIME TO TIME BY WRITTEN NOTICE DELIVERED IN ACCORDANCE HEREWITH.

(B) ANY NOTICE OR DOCUMENT REQUIRED OR PERMITTED TO BE DELIVERED HEREUNDER SHALL BE DEEMED TO BE DELIVERED WHEN RECEIVED, WHETHER ACCEPTED OR NOT BY RECIPIENT, AS EVIDENCED BY CONFIRMATION OF DELIVERY BY UNITED STATES POSTAL SERVICE OR OTHER SUCH NATIONALLY RECOGNIZED MAIL OR COURIER SERVICE, AND ADDRESSED TO THE PARTIES HERETO AT THE RESPECTIVE ADDRESSES SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE, OR AT SUCH OTHER ADDRESS AS THEY HAVE THERETOFORE SPECIFIED BY WRITTEN NOTICE DELIVERED; IN ACCORDANCE HEREWITH. IF AND WHEN INCLUDED WITHIN THE TERM "LANDLORD", AS USED IN THIS LEASE, THERE IS MORE THAN ONE PERSON, FIRM OR CORPORATION, ALL SHALL JOINTLY ARRANGE AMONG THEMSELVES FOR THEIR JOINT EXECUTION OF SUCH A NOTICE SPECIFYING ONE INDIVIDUAL AT ONE SPECIFIC ADDRESS FOR THE RECEIPT OF NOTICES AND PAYMENTS TO LANDLORD. ALL PARTIES INCLUDED WITHIN THE TERM "LANDLORD" SHALL BE BOUND BY NOTICES GIVEN IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH TO THE SAME EFFECT AS IF EACH HAD RECEIVED SUCH NOTICE.

32. GOVERNING LAW. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE. IF ANY PROVISION OF THIS LEASE OR APPLICATION THERETO TO ANY PERSON OR CIRCUMSTANCES SHALL TO ANY EXTENT BE INVALID, THE REMAINDER OF THIS LEASE OR THE APPLICATION OF SUCH PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID .SHALL NOT BE AFFECTED THEREBY AND EACH PROVISION OF THIS LEASE SHALL BE VALID AND ENTERED TO THE FULLEST EXTENT PERMITTED BY LAW. UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, ANY STATE ACTION BETWEEN LANDLORD AND TENANT SHA1 1 BE BROUGHT IN THE COURTS OF WILLIAMSON COUNTY, TENNESSEE AND ANY FEDERAL ACTION SHALL BE BROUGHT IN THE COURTS OF THE MIDDLE DISTRICT OF TENNESSEE.

33. GROSS SALES. IN THE EVENT TENANT IS LATE ON THE PAYMENT OF ANY RENT DUE HEREUNDER, LANDLORD SHALL HAVE THE RIGHT TO REQUEST AND UPON SUCH REQUEST TENANT SHALL BE REQUIRED TO PREPARE A STATEMENT OF GROSS SALES DURING THE PRECEDING CALENDAR YEAR (OR PARTIAL CALENDAR YEAR) WHICH SHALL BE DELIVERED TO THE LANDLORD WITHIN THIRTY (30) DAYS OF SUCH REQUEST.

34. MISCELLANEOUS.

(A) WORDS OF ANY GENDER USED IN THIS LEASE SHALL BE HELD AND CONSTRUED TO INCLUDE ANY OTHER GENDER, AND WORDS IN THE SINGULAR NUMBER SHALL BE HELD TO INCLUDE THE PLURAL, UNLESS THE CONTEXT OTHERWISE REQUIRES.

(B) THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED IN THIS LEASE SHALL APPLY TO, INURE TO THE BENEFIT OF, AND BE BINDING UPON THE PARTIES HERETO AND UPON THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS, EXCEPT AS

OTHERWISE EXPRESSLY PROVIDED HEREIN.

(C) THE CAPTIONS ARE INSERTED IN THIS LEASE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT, OR DESCRIBE THE SCOPE OR INTENT OF THIS LEASE, OR ANY PROVISION HEREOF, NOR IN ANY WAY AFFECT THE INTERPRETATION OF THIS LEASE.

(D) TENANT SHALL FURNISH LANDLORD A CERTIFICATE OF CORPORATE RESOLUTION APPROVING THE EXECUTION OF THIS LEASE BY TENANT'S OFFICERS SIGNING THIS LEASE.

(E) THIS LEASE MAY NOT BE ALTERED, CHANGED OR AMENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LANDLORD AND TENANT.

(F) IF THIS LEASE IS TERMINATED FOR ANY REASON OTHER THAN DEFAULT OF TENANT, ALL LIABILITIES OF THE PARTIES SHALL BE ADJUSTED AS OF THE EFFECTIVE DATE OF TERMINATION. ANY TERMINATION HEREOF BY REASON OF A DEFAULT OF TENANT SHALL NOT AFFECT ANY OBLIGATION OR LIABILITY OF TENANT UNDER THIS LEASE WHICH ACCRUED PRIOR TO THE EFFECTIVE DATE OF TERMINATION, AND ALL SUB-OBLIGATIONS AND LIABILITIES OF TENANT SHALL SURVIVE SUCH TERMINATIONS UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES.

(G) THIS LEASE, TOGETHER WITH ALL EXHIBITS, AMENDMENTS AND ADDENDA HERETO, CONTAINS THE COMPLETE AGREEMENT OF THE PATTIES CONCERNING THE SUBJECT MATTER, AND THERE ARE NO ORAL OR WRITTEN UNDERSTANDING, REPRESENTATIONS, OR AGREEMENTS PERTAINING THERETO WHICH HAVE NOT BEEN INCORPORATED HEREIN. THIS LEASE CREATES ONLY THE RELATIONSHIP OF LANDLORD AND TENANT BETWEEN THE PARTIES, AND NOTHING HEREIN SHALL IMPOSE UPON EITHER PARTY ANY POWERS, OBLIGATIONS OR RESTRICTIONS NOT EXPRESSED HEREIN.

(H) IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT NEITHER LANDLORD NOR TENANT SHALL BE DEEMED OR CONSTRUED TO BE A PARTNER OR ASSOCIATE OF THE OTHER IN THE CONDUCT OF EACH PARTY'S BUSINESS: THE SOLE RELATIONSHIP BETWEEN LANDLORD AND TENANT BEING THAT OF LANDLORD AND TENANT.

(I) TIME IS OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THIS LEASE.

(J) AT LANDLORD'S REQUEST, PARTIES AGREE TO EXECUTE, DELIVER AND RECORD MEMORANDUM OF LEASE IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO LANDLORD AND TENANT. TENANT SHALL PAY ALL RECORDING FEES IN CONNECTION WITH SUCH MEMORANDUM OF LEASE.

(K) THIS LEASE MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS WHICH, WHEN TAKEN TOGETHER, SHALL CONSTITUTE ONE DOCUMENT.

(L) LANDLORD AND TENANT REPRESENT AND WARRANT EACH TO THE OTHER THAT IT HAS HAD NO DEALINGS WITH ANY BROKER OR AGENT IN CONNECTION

WITH THIS LEASE.

35. GUARANTY. N / A

36. EXHIBITS. THE FOLLOWING EXHIBITS ARE A PART OF THIS LEASE AND INCORPORATED HEREIN BY REFERENCE:

(A) EXHIBIT A - LEGAL DESCRIPTION.

(B) EXHIBIT B - RULES AND REGULATIONS.

(C) EXHIBIT C - DESCRIPTION OF THE PREMISES.

(D) EXHIBIT D – NOT APPLICABLE.

(E) EXHIBIT E - IMPROVEMENT BUILD-OUT (IF APPLICABLE)

(F) EXHIBIT F – RENEWAL OPTION (IF APPLICABLE)

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, LANDLORD AND TENANT HAVE RESPECTIVELY SIGNED THIS LEASE ON THE DATES AND AT THE PLACES SET FORTH BELOW.

LANDLORD:
JWC FAMILY, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE

NAME: _____
PRINT NAME HERE

TITLE: _____

DATE: _____

TENANT:
MAXLIFE AT HOME OF TENNESSEE, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE

NAME: _____
PRINT NAME HERE

TITLE: _____

DATE: _____

[*NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE*]

_____
LANDLORD INITIALS

_____
TENANT INITIALS

STATE OF TENNESSEE
COUNTY OF _____

BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED _____ WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO, UPON OATH, ACKNOWLEDGED _____SELF TO BE THE _____(TITLE) OF JWC FAMILY, LLC, THE WITHIN NAMED BARGAINOR, A TENNESSEE LIMITED LIABILITY COMPANY, AND THE __HE AS SUCH _____ (TITLE), BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY _____SELF AS SUCH _____.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE
COUNTY OF _____

BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF (OR HERSELF) TO BE THE _____(TITLE) OF _____ (TENANT), THE WITHIN NAMED BARGAINOR, A _____ COMPANY, AND THE __HE AS SUCH _____ (TITLE), BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE _____ COMPANY BY _____SELF AS SUCH _____.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

_____ _____
LANDLORD INITIALS TENANT INITIALS

STATE OF TENNESSEE
COUNTY OF _____.

BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF (OR HERSELF) TO BE THE _____(TITLE) OF _____ (TENANT), THE WITHIN NAMED BARGAINOR, A _____ COMPANY, AND THE __HE AS SUCH _____ (TITLE), BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE _____ COMPANY BY _____SELF AS SUCH _____.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

_____
LANDLORD INITIALS

_____
TENANT INITIALS

EXHIBIT "A" – PROPERTY

IMPROVED REAL PROPERTY, KNOWN AS 4015 TRAVIS DRIVE, LOCATED ON THE PLAN OF TRAVIS PARK, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF REFERENCE IN BOOK 3700, PAGE 62, LOTS 14 & 16 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WHICH IS INCORPORATED HEREIN BY REFERENCED.

TOGETHER WITH ALL RIGHT-OF-WAY EASEMENTS, PARTY WALL EASEMENTS, AND ANY OTHER APPURTENANCES, EASEMENTS AND PRIVILEGES PERTAINING THERETO.

EXHIBIT "B" – RULES & REGULATIONS

1. THE SIDEWALKS, WALKS, STAIRCASES, DRIVEWAYS, AND ELEVATORS SHALL NOT BE OBSTRUCTED OR USED FOR ANY PURPOSE OTHER THAN INGRESS AND EGRESS TO AND FROM THE PREMISES. NO BICYCLE OR MOTORCYCLE SHALL BE BROUGHT INTO THE BUILDING OR KEPT ON THE PREMISES WITHOUT THE CONSENT OF LANDLORD.

2. NO FREIGHT, FURNITURE OR BULKY MATTER OF ANY DESCRIPTION WILL BE DELIVERED TO THE BUILDING OR CARRIED INTO THE ELEVATORS EXCEPT IN SUCH A MANNER, DURING SUCH HOURS AND USING SUCH ELEVATORS AND PASSAGEWAYS AS MAY BE APPROVED BY LANDLORD. ANY HAND TRUCKS, CARRYALLS, OR SIMILAR APPLIANCES USED FOR THE DELIVERY OR RECEIPT OF MERCHANDISE OR EQUIPMENT SHALL BE EQUIPPED WITH RUBBER TIRES, SIDE GUARDS AND SUCH OTHER SAFEGUARDS AS LANDLORD SHALL REQUIRE.

3. LANDLORD SHALL HAVE THE RIGHT TO PRESCRIBE THE WEIGHT, POSITION AND MANNER OF INSTALLATION OF SAFES OR OTHER HEAVY EQUIPMENT WHICH SHALL, IF CONSIDERED NECESSARY BY LANDLORD, BE INSTALLED IN A MANNER WHICH SHALL INSURE SATISFACTORY WEIGHT DISTRIBUTION.

4. TENANT, OR THE EMPLOYEES, AGENTS, SERVANTS, VISITORS OR LICENSEES OF TENANT SHALL NOT AT ANY TIME, PLACE, LEAVE OR DISCARD ANY RUBBISH, PAPER, ARTICLES OR OBJECTS OF ANY KIND WHATSOEVER OUTSIDE THE DOORS OF THE PREMISES OR IN THE CORRIDORS OR PASSAGEWAYS OF THE BUILDING, UNLESS OTHERWISE EXPRESSLY PERMITTED IN THE LEASE OR EXPRESSLY APPROVED BY LANDLORD. NO ANIMALS OR BIRDS SHALL BE BROUGHT OR KEPT IN OR ABOUT THE BUILDING. TENANT SHALL BE RESPONSIBLE FOR THE CLEANING OF ANY PET HAIR, FEATHERS, OR FECES ETC. WITHIN THE TENANT'S PREMISES OR THE COMMON AREAS OF THE BUILDING INCLUDING THE PARKING LOT AND COMMON AREAS SHOULD TENANT FAIL TO ABIDE BY THIS RULE.

5. CANVASSING, SOLICITING OR PEDDLING IN THE BUILDING IS PROHIBITED AND TENANT SHALL COOPERATE TO PREVENT SAME.

6. TENANT SHALL NOT BRING OR PERMIT TO BE BROUGHT OR KEPT IN OR ON THE BUILDING OR LAND ANY INFLAMMABLE, COMBUSTIBLE, CORROSIVE, CAUSTIC, POISONOUS OR EXPLOSIVE FLUID, MATERIAL, CHEMICAL OR SUBSTANCE, OR CAUSE OR PERMIT ANY ODORS TO PERMEATE IN OR EMANATE FROM THE PREMISES, EXCEPT FOR CLEANING SUPPLIES IN SUCH AMOUNTS AS ARE PERMITTED UNDER ALL APPLICABLE LAWS, REGULATIONS, AND LAWS GOVERNING THE USE OF SUCH CLEANING SUPPLIES.

7. NO ADDITIONAL LOCKS OR BOLTS OF ANY KIND SHALL BE PLACED ON ANY

DOOR IN THE COMMON AREAS AND NO LOCK ON ANY DOOR THEREIN SHALL BE CHANGED OR ALTERED IN ANY RESPECT BY TENANT. ALL ENTRANCE DOORS IN THE COMMON AREAS SHALL BE LEFT CLOSED AT ALL TIMES, AND LEFT LOCKED WHEN THE PREMISES ARE NOT IN USE.

8. TENANT SHALL GIVE IMMEDIATE NOTICE TO LANDLORD IN CASE OF ACCIDENTS IN THE COMMON AREAS OR OF DEFECTS THEREIN OR OF ANY KNOWN EMERGENCY IN THE BUILDING.

9. TENANT SHALL NOT ADVERTISE FOR LABORERS GIVING THE PREMISES AS AN ADDRESS.

10. TENANT SHALL NOT PLACE A LOAD UPON ANY FLOOR OF THE PREMISES WHICH EXCEEDS THE LOAD PER SQUARE FOOT WHICH SUCH FLOOR WAS DESIGNED TO CARRY AND WHICH IS ALLOWED BY LAW. BUSINESS MACHINES AND MECHANICAL EQUIPMENT BELONGING TO TENANT WHICH CAUSE NOISE, VIBRATION OR ANY OTHER NUISANCE THAT MAY BE TRANSMITTED TO THE STRUCTURE OR PORTIONS OF THE BUILDING OTHER THAN THE PREMISES, TO SUCH A DEGREE AS TO INTERFERE WITH THE USE AND ENJOYMENT BY OTHER TENANTS OF THEIR PREMISES OR THE COMMON AREA, SHALL BE PLACED AND MAINTAINED BY TENANT, AT TENANT'S EXPENSE, IN SETTINGS OF CORK, RUBBER OR SPRING TYPE VIBRATION ELIMINATORS SUFFICIENT TO ELIMINATE NOISE OR VIBRATION.

11. NO PORTION OF THE BUILDING SHALL AT ANY TIME BE USED OR OCCUPIED AS SLEEPING OR LODGING QUARTERS.

12. TENANT SHALL NOT DO OR KEEP ANYTHING IN THE COMMON AREA THAT WILL IN ANY WAY INCREASE THE RATE OF FIRE OR OTHER INSURANCE ON THE BUILDING, OR DO ANYTHING IN THE COMMON AREA WHICH CONFLICTS WITH THE VALID PERTINENT LAWS OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "C" – DESCRIPTION OF PREMISES

PREMISES FOR THIS LEASE INCLUDE THE FOLLOWING SUITE AND SQUARE FOOTAGE ASSOCIATED WITH THAT SUITE:

SUITE 103: 1102 SQUARE FEET

LANDLORD INITIALS

TENANT INITIALS

EXHIBIT "D" – GUARANTY AGREEMENT

LANDLORD INITIALS

TENANT INITIALS

Current Location Lease
Section A: Applicant Profile, item 6

LEASE AGREEMENT

This Lease Agreement is made and entered into at Columbia, Tennessee, on this the 8th day of January 2013 A.D. by and between **Steven R. Bostelman**, hereinafter referred to as the Landlord, and **J.W. Carell, CareAll, Inc.,** hereinafter referred to as the Tenant, both or which expressions shall include the respective successors, heirs, assigns and personal representatives of the parties.

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant, the premises hereinafter described and the parties have agreed upon the terms and conditions of the Lease Agreement, which terms and conditions are set forth hereinafter.

NOW, THEREFORE, for and in consideration of the mutual advantages to the respective parties, the parties agree as follows:

1. Premises. Landlord hereby lets and leases to Tenant that following described premises ("leased premises"):

Office Space located **at 900 Nashville Highway, Columbia, Tennessee 38401.**

2. Term. This Lease Agreement is for a period of **twelve (12) months** beginning on the **1st day of February 2013** A.D. and ending on the **31st day of January 2014** A.D. Lease renewal to be agreed upon by Landlord and Tenant within 60 days of end of lease term.

3. Rent.

a. Tenant covenants and agrees to pay, without demand to Landlord at **610 N. Garden St, Suite 300, Columbia, Tennessee 38401,** or such other place as Landlord may from time to time, designate **$1600.00** per month rent for leased premises commencing **the 1st day of February 2013** A.D. and on the 1st day of every month thereafter for **eleven (11) months.**

b. Any rent postmarked after the 6th of the month shall be considered late and is subject to a 5% penalty.

c. Any returned check is subject to $30.00 fee. If more than two checks from Tenant are returned, Landlord will not accept future checks for rent payments.

4 Security Deposit. Tenant agrees to pay security deposit of $1600.00 due upon signing the lease agreement.

5. Improvements, Build-out or Alterations.

a. Tenant shall have the right during the continuance of this Lease Agreement to make improvements and alterations on the leased premises as may be necessary for the conduct of the Tenant's business; provided, however, that Tenant obtains written consent of Landlord for any alterations or improvements, which consent will not be unreasonably withheld. At the sole option of Landlord, any such improvements and alterations shall become the property of Landlord at the termination of this Lease Agreement. If Landlord elects not to take such improvements, Tenant agrees to restore the leased premises to their condition at the time of the beginning of this lease Agreement, subject to reasonable wear and tear. Except as otherwise provided, furnishings and trade fixtures installed on the leased premises by Tenant and paid for by

the Tenant shall remain property of Tenant and may be removed upon the termination of this Lease Agreement.

b. That any such furnishings or trade fixtures as are fixed to the leased premises and require severance may be removed only if Tenant shall repair any damage caused by such removal to restore the leased premises in the exact condition as that when rented, subject to reasonable wear and tear: and

c. It is further agreed that Tenant shall return the leased premises in as good a condition as that when leased including repairing, and cleaning up the leased premises, subject to reasonable wear and tear.

d. Tenant covenants and agrees to pay, for all "**build out improvements**" for leased premises. Said "**build out improvements**" must be mutually agreed upon in writing by both Tenant and Landlord. It will be the Tenant's responsibility to provide any interior or exterior signage and must be mutually agreed upon by both Tenant and Landlord. All signage must meet all Maury County and City of Columbia restrictions. It will be the Tenant's responsibility to provide any and all interior or exterior security requirements, as the Tenant requires.

6. **Hold Harmless, Public Liability and Insurance.** Tenant will indemnify Landlord and hold Landlord harmless against all claims, demands and judgment for loss, damage or injury to property or person, which shall result or occur by reason of the use/or occupancy of the leased premises, with such indemnification to include the costs and attorney's fees incurred by the Landlord in defending such claims, demands, and judgments. In furtherance of this Lease Agreement, but in no way limited thereby, Tenant shall obtain liability insurance insuring this indemnification in an amount not less than $1,000,000.00 (combined single limit) with Landlord being named as an additional insured under said policy. Tenant shall pay the cost of such insurance and provide evidence of such insurance within ten (10) days from the execution of this Lease Agreement. All personal property of any kind that may be at any time be used, left or placed on the leased premises during the term of this Lease Agreement shall be at the sole risk of the Tenant. The Tenant accepts this risk and agrees to maintain adequate insurance on such inventory and personal property.

Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the leased premises or its contents, or the building containing the leased premises, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of the perils or casualties insured against by the property insurance policies in effect with respect to the foregoing or carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease or otherwise obtained shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

7. **Utilities, Taxes, and Insurance.** Tenant shall pay 0% of State, City, and County real property taxes assessed against the leased premises for the period of this Lease Agreement. Tenant shall pay 50% of any and all charges for electricity, gas,

sewage, and water, which may be used, rendered or supplied upon or in connection with the leased property. Tenant shall pay 0% of the building and liability insurance for the leased premises for the period of this Lease Agreement.

8. Total or Partial Destruction of Premises. Should the building on which the leased premises are located be totally or substantially destroyed by fire, explosion, tornado, acts of God, or any unforeseen cause over which Tenant has no control, so that the leased premises are unfit for the conduct of Tenant's business, either party shall have the right, by giving notice, to terminate this Lease Agreement, said termination to be effective upon receipt of the notice, and all rents and other charges shall be adjusted to the date of such destruction. If, however, such damage is only partial, and Tenant's business is only temporarily closed or inconvenienced. then Landlord shall promptly repair such damage and, during the time the occurrence of such damage until the leased premises are restored, Tenant shall be liable only for such rent as the proportionate part of the leased premises which are useable shall bear to the whole of the same, and upon restoration of such improvements, the rent herein provided for shall be restored and shall be payable as herein provided.

9. Transfer of Lease. Tenant may not assign or sublet the leased premises, either in whole or in part, without the prior written consent of Landlord which consent will be reasonably be withheld, except to a wholly-owned affiliate of Tenant. Consent to one assignment or subletting will not be deemed consent to any other. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease Agreement.

10. Use of Premises. The leased premises shall be used only for office and retail related purposes. Tenant will not at any time use or occupy the leased premises in violation of laws, ordinances, or regulations of any government or agency having jurisdiction or in violation of Landlord's insurance contract(s) or in any manner creating a nuisance. Lessee can use any signage allowed by city ordinances.

Notwithstanding the foregoing, throughout the Lease Term neither Landlord nor Tenant shall use or permit the Building.(or any part thereof) to be used for any of the following (even if lawfully permitted): (a) any use that emits an obnoxious odor, noise or sound that can be heard or smelled outside of the space being leased, (b) any use in violation of zoning regulations or any other governmental restrictions applicable to the Property.

11. Responsibility for Repairs and Maintenance. Landlord shall be responsible for any repairs to the roof, exterior walls, electrical wiring, plumbing system. and HVAC system, unless such repairs are necessitated by actions of the Tenant, its agents, employees, contractors or invitees. Tenant has inspected the leased premises, including without limitation, interior walls, floors, ceilings and light fixtures, and agrees to keep the premises in clean and in good repair at all times, subject to the above obligations of Landlord. Tenant will promptly replace all glass broken by action of Tenant during said term with glass of the same quality. Subject to the above, Tenant accepts the property in it's "as is" condition.

12. Restoration at Termination. The Tenant will restore the leased premises to the condition it was in at the beginning of the original lease period, subject to reasonable wear and tear. This is to include any and all extensions of this or previous lease agreements made with said parties. If such restoration is not accomplished within a

30-day period prior to the last date of the lease termination, the Landlord will have the right to cause such property or asset to be restored; and the cost of such restoration will be the Tenant's responsibility, plus a ten percent (10%) surcharge for coordinating of the restoration. The Tenant agrees to pay this restoration cost and surcharge within thirty (30) days of receiving the summation of these costs. All improvements/additions made by the Landlord or the Tenant to the property are the property of the Landlord, unless parties hereto agree upon by them in writing.

13. Right of Entry. Landlord may at reasonable times and with reasonable notice to Tenant enter the leased premises to inspect them and make any repairs required by the Landlord or required by Section 11 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease Agreement, may show the leased premises to persons who may wish to lease same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 11, Tenant shall pay Landlord as additional rent a sum equal to the amount expended by Landlord plus interest (prime plus 2%) thereon in the event Tenant does not pay such amount within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

14. Landlord's Remedies on Default. If default is made in the payment of said rent, or any part thereof, or in the observance or performance of any of the terms, conditions or agreements herein contained, Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums, which may accrue to it by virtue of the provisions of this Lease Agreement, or for any and all damage that may accrue by virtue of the breach of this Lease Agreement or both.

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions, or provisions of this Lease Agreement.

c. Landlord may, without further notice to Tenant, and without demand for rent due, re-enter said leased premises and remove all persons and property there from with or without process of law. If Tenant shall abandon or vacate, or be removed from said leased premises before the expiration of the term of this Lease Agreement, the same may be relet by the Landlord, but he shall not be obligated to do so, for such rent and upon such terms as he may see fit, but such reletting shall not relieve the Tenant from its obligations to pay the rent herein set forth; provided, however any rents received under the new lease, less the cost in obtaining a new tenant, shall be applied toward the satisfaction of said obligation to pay rent. The Tenant's abandonment and the Landlord's re-entry or reletting will not terminate this Lease Agreement or relieve the Tenant's obligation thereunder. Notwithstanding the foregoing, Landlord agrees to give notice in writing to Tenant of any breach of this Agreement and thirty (30) days (ten days in the event of non-payment of rent) to cure such breach prior to taking any of the foregoing actions.

15. No Waiver. The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease Agreement shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

16. Holding Over. If Tenant continues to occupy the leased premises at the expiration of the term of this Lease Agreement or any extension thereof without a new lease agreement reduced to writing and duly executed, such occupancy shall be on a

month-to-month basis subject to all covenants, conditions and agreements of this Lease Agreement.

17. **Quiet Enjoyment.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated, Tenant shall have at all times during the continuance hereof, the peaceful and quite enjoyment and possession of the leased premises without any manner of hindrance from Landlord.

18. **Attorney's Fees and Costs.** In the event Tenant breaches any of the covenants and agreements herein stipulated, Tenant agrees to pay reasonable atttorney's fees and all costs incurred by Landlord arising out of said breach.

19. **Notice.** In the event that the laws that govern lessee's business change in such manner as to render lessee unprofitable at the lease premises, lessee can void this lease on 30 days written notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

LANDLORD: **Steven Bostelman**
610 N. Garden St, Suite 300
Columbia, TN 38401
931-380-2262

TENANT: **J.W. Carell**
CareAll, Inc.
326 Welch Road
Nashville, TN 37211
Office number: 615-331-6137

20. **Gender and Number/Caption.** The words "Landlord" and "Tenant", and the pronouns referring hereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant. The captions of the provisions of this Lease Agreement are provided for convenience only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

20. **Entire Agreement.** This Lease Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge in whole or in part unless same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease Agreement supersedes and voids all prior proposals, letters, and agreements, written or oral. This Lease Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee.

21. **Severability.** The provisions of this Lease Agreement are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

22. **Resolution.** If the Tenant is a corporation, partnership or LLC, the undersigned officer certifies that the Tenant's Board of Directors/Partners/Members have designated, authorized and empowered, at a meeting duly called and held the undersigned on behalf of the Tenant, to execute and carry out the duties Disclosed and agreed to in the

Lease Agreement, and that said authority will remain in full force and effect until written notice is delivered and received by Landlord

23. Arbitration. If parties to this Agreement cannot reach an agreement on any matter, or problem, the question shall be settled by arbitration in accordance with the rules of the American Arbitration Association, one arbitrator, and shall be enforceable in any court having competent jurisdiction. Further, the parties hereto expressly agree that proceeding to arbitration and obtaining an award there under shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding. The decision of the Committee shall be binding upon the parties to this Agreement. It will be Tenant's responsibility for all legal expenses incurred by the Landlord to remedy any failures by Tenant pertaining to this Agreement, and vice versa.

LANDLORD:

(Signature)

Steven R. Bostelman
Bostelman Enterprises, Inc.

TENANT:

(Signature)

J. W. Carell
CareAll, Inc.

LEASE EXTENSION AGREEMENT

This **Lease Extension** (the "Agreement) is hereby made and entered into this **30th day of December 2014** A.D. by and between **Steven R. Bostelman** (as "Landlord") and **J.W. Carell, CareAll, Inc.** (as "Tenant").

WHEREAS Landlord and Tenant entered into that certain **LEASE** dated the 8th day of January 2013 A.D. (herein the "Original Lease"); for property at 900 Nashville Hwy, Columbia, TN 38401

WHEREAS Landlord and Tenant wish to extend the Original Lease for an additional **twelve (12) months** commencing on **the 1st day of February, 2015** AM **and ending on the 31st day of January, 2016** AM:

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Pursuant to this Lease Extension and Modification Agreement, the Original Lease shall be extended for an additional **twelve (12) months** beginning on February 1, 2015 and ending on January 31, 2016.
2. All terms, provisions, and conditions of every kind and nature contained in the Original Lease (and any and all addenda to the Original Lease) shall remain in full force and effect during twelve (12) month extension Agreement;
3. The Original Lease shall continue in full force and effect in the form originally executed by Landlord and Tenant. Any further modifications or extensions to the Original Lease may be effected only by a writing signed by both Landlord and Tenant.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto the day and year first written above.

LANDLORD

BY: _____

Steven Bostelman Date

TENANT:

Careall Inc

BY: Lynn Gottke

~~J.W. Carell~~ Date 1/12/15

Lynn Forte Gottke, Controller
326 Welch Rd
Nashville, TN 37211

proposed lease for current location

COMMERCIAL LEASE AGREEMENT
(Multiple – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CareAll Home Care Services as tenant (hereinafter referred to as "Tenant"), and Robert Jackson as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 4th day of August, 2016 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows:

Suites (7) Seven in the Building or Complex commonly known as Jackson Station (hereinafter "Building" or "Complex"), located on all that tract of land known as: 1121 Trotwood Ave (Address), Columbia (City), Tennessee, 38401 (Zip), as recorded in Maury County Register Office, _____ deed book(s) _____ page(s), and/or _____ instrument no. and further described as: _____

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property" (or "Premises"), as more particularly described in Exhibit "A," or if no Exhibit "A" is attached as is recorded with the Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. **Term.** The initial term of this Lease shall be for 3 years, 0 months beginning on the earlier of the completion of work described in any attached Work Letter or 10/01/16 ("Commencement Date"), through and including 10/31/19 ("Expiration Date").

2. **Possession.** If Landlord is unable to deliver possession of the demised area on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in delivery of possession to Tenant.

3. **Rent.** Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff in advance payable as follows:
   $897 Per Month due the 1st of each month.
   $897 Rent plus $897 Deposit Due up Front at the start of the lease.
   The second month will begin on November 1st 2016.

   Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second (2nd) through the last day of any month, the Rent shall be prorated for that portion of the month and shall be paid at the time of leasing the Premises. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be collectively referred to as "Rent."

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of $ 50.00. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of $ 50.00 and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

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5. **Security Deposit.**

A. **Security Deposit to be Held by Landlord or Broker.** *[Check one. The section not marked shall not be a part of this Agreement.]*

☒ **Landlord Holding Security Deposit.**

(1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of Eight Hundred Ninety-Seven Dollars ($ 897.00) in cash, money order and/or check ("Security Deposit").

(2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.

(3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:

(a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord.

(b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited.

(c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and

(d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

(4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the Premises or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of the Premises reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

(1) Tenant has paid to Broker _____ (acting as "Broker/Holder") located at _____ (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") _____ Dollars ($_____) in ☐ cash, ☐ money order and/or ☐ check.

(2) Broker/Holder shall deposit the Security Deposit in Broker's escrow/trustee account (with _____ retaining the interest if the account is interest bearing) within five (5) Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account is interest bearing, interest on the Security Deposit shall be disbursed in the following manner:

(3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord unless otherwise

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agreed to in writing by Landlord and Tenant after notice to Broker/Holder and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

(1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.

(2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Premises is vacated if:

(a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;

(b) All monies due under this Lease by Tenant have been paid;

(c) The Premises is not damaged and is left in its original condition, normal wear and tear excepted;

(d) All keys have been returned; and

(e) Tenant is not in default under any of the terms of this Lease.

6. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use as described herein. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord. Landlord shall keep the Common Areas and all Major Systems serving the Premises and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those Major Systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of the Premises. Landlord shall not be liable to Tenant for any damage caused by any of the Major Systems referenced herein or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Premises, except if such damage is due to the gross negligence or willful misconduct of Landlord. Major Systems include *[Check all that apply. The sections not marked by Landlord shall not be part of this Agreement and shall be the responsibility of the Tenant to maintain]:*

☐ HVAC/Mechanical ☐ Plumbing ☐ Electrical ☐ Sidewalls/Structure ☐ Roof

☒ Other Landlord pays for repairs over $200 for interior

B. Duties of Tenant. Tenant agrees to maintain the Premises in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform his maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. **Services.** Landlord shall provide, at Landlord's expense, the following services *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

☐ General cleaning and janitorial service of the interior of the Premises _____ times a week.

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☐ Concierge service as follows: _____

☐ Parking attendant as follows: _____

☐ Property monitor as follows: _____

☐ Trash collection service _____ times per week.

☐ Soap, paper towels, and toilet tissue for restrooms _____ times per week.

☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Building/Complex _____

☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Premises in good order, condition, and repair, normal wear and tear excepted. *If Tenant does not provide such services, Landlord may then provide such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord the costs for such services within _____ days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease.*

8. **Utilities.** The services and/or utilities set forth below serving the Premises shall be paid by either the Landlord or Tenant as follows *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☒	☐	Sewer	☒	☐
Electricity	☒	☐	Natural Gas	☒	☐
Garbage	☒	☐	Cable Television	☒	☐
Telephone	☒	☐	Internet Service	☒	☐
Other _____	☐	☐			

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. **Termination / Holding Over.** Either party may terminate this Lease at the end of the Term by giving the other party _____ days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by Tenant of the Premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month only with Base Rent in an amount equal to _____% of the Base Rent payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

11. **Sublet and Assignment.** Tenant may not sublet the Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

12. **Right of Access, Signage.** Landlord and Landlord's agents shall have the right to access the Premises for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Premises at any time to protect life and prevent damage to the Premises. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Premises, Building, and/or Property and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Premises to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agents and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of $ _____ as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages

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are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of the Premises or on any part of the interior of the Premises that is visible from the exterior of the Premises. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising matter or any other things of any kind at the expense of the Tenant.

13. **Use.** The Premises shall only be used for the purposes set out as follows:
Home Care Office

The Premises shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Premises to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Premises which would endanger the health and safety of other tenants or which otherwise creates a nuisance.

14. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk, and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

15. **Default.**

A. **Failure to pay Rent or Failure to Reimburse Landlord for damages or costs.** If Tenant fails to pay Rent or fails to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and Landlord shall have the right to terminate this Lease by giving written notice to Tenant and to accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for the Premises and credit any amounts received to the Tenant, less the following:

(1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;

(2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and

(3) the costs of altering, dividing, painting, repairing, and replacing the Premises to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or detainer warrant, whether or not Tenant retains the right to possession of the Premises.

B. **Cure Period.** If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have _____ Business Days ("Cure Period") within which Tenant may cure said breach. In the event that Tenant has not cured the breach within the Cure Period, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within _____ months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

16. **Rules and Regulations.**

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to the Premises are not returned when Tenant vacates the Premises,

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Landlord may charge a re-key charge in the amount of $ _____.

B. Non-operative vehicles are not permitted on the Premises. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, as permitted by applicable law, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or placed on the Premises (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises.

E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load limits of the Premises. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Premises.

F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to the Premises between _____ a.m. and _____ p.m., Monday to Friday *(excluding Holidays)*; between _____ a.m. and _____ p.m., Saturday; and between _____ a.m. and _____ p.m. Sunday, as applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding Business Day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of the Premises as herein designated, or which requires clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of the Premises and Common Area. A copy of any current additional Rules and Regulations are attached in Exhibit _____ and are a part of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant and do not require Tenant's signature to be effective.

17. Abandonment or Vacating the Premises.

A. Abandonment. If Tenant removes or attempts to remove personal property from the Premises other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Premises may be considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.

B. Vacating Premises. If Tenant removes personal property from the Premises and/or ceases to do business at the Premises before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease. Landlord shall then have the right to exercise any of his remedies as contained herein or as available at law.

18. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

19. Alteration and Improvements. Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to the Premises without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as Exhibit _____ and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease and any renewal terms or Hold Over periods, Tenant agrees to return the Premises, at Landlord's sole discretion, in its original condition, normal wear and tear excepted.

20. Destruction of Premises.

A. If earthquake, fire, storm, flood or other casualty shall totally destroy (or so substantially damage as to be untenantable) the Premises, Rent shall abate from the date of such destruction. Landlord, at his sole discretion, shall

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have the right to determine whether restoration of the Premises will be undertaken. Landlord shall have ☐ ***sixty (60) days*** **OR** ☐_____days from date of destruction to provide notice to Tenant as to whether restoration shall be undertaken.

If restoration shall not be undertaken, Landlord shall give Tenant ☐ ***thirty (30) days*** **OR** ☐_____ days written notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the date of such destruction. If restoration shall be commenced, the restoration of the Premises to a tenantable condition shall be completed within one hundred eighty (180) days from the date of destruction.

In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at his sole discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

B. If the Premises is damaged but not rendered wholly untenantable and/or unusable for its intended purpose by earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Premises has been damaged as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord) and Landlord shall restore the Premises as reasonably quickly as practicable whereupon all Rent shall commence.

C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Premises whether total or partial, is the result of the negligence or intentional acts of Tenant, its contractors, employees, agents, invitees, guests, or licensees.

21. **Insurance.** Tenant agrees that during the Term of the Lease and any extensions or Hold Overs thereof, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by contractor/subcontractor upon the Premises for the installation of its equipment or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional insureds in the event of nonpayment of premiums or cancellation of policy.

Tenant shall comply with all rules and regulations applicable to the Premises issued by the Tennessee Division of Fire Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto. *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Premises. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars ($1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Tenant's interest in its improvements to the Premises, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than _____ percent (_____%) of full replacement cost as

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updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Premises from fire, accident, or any other casualty.

☐ C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.

☐ D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars ($_____) for each _____ occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.

☐ E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Premises.

22. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Premises. *[Check all that apply. The sections not marked shall not be part of this Agreement.]*

☒ A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Premises. Tenant shall not pay any Property Taxes levied against the Premises.

☐ B. **Tenant Shall Pay Percentage Share of Property Taxes.**

☐ C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent Tenant's Percentage Share of the amount by which all Property Taxes on the Premises for each tax year exceeds taxes on the Premises for the tax year _____. On or before the first (1st) day of the Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

23. **Common Area Costs.** *[Check one. The sections not marked shall not be a part of this Agreement.]*

☒ A. **Landlord Pays All Costs.** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

☐ B. **Tenant Pays Flat Fee.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent _____ Dollars ($_____) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.

☐ C. **Tenant Pays Adjustable Percentage Share.** In addition to other rent payments specified in this Lease, Tenant

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shall pay as Additional Rent Tenant's Percentage Share of the cost of maintenance, operation and repair of the Common Areas for each calendar year of this Lease. On or before the first (1st) day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12th) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement of the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

24. **Condemnation.** If all or any part of the Premises is taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Premises is thereby rendered untenantable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Premises, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to the Premises; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

25. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Landlord and/or Tenant and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or Tenant. Tenant and Landlord agree that Brokers, their firms and affiliated licensees shall not be responsible for any of the following, including but not limited to, matters which could have been revealed through a survey, title search or inspection of the Property; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement or date of possession; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for termites and other wood destroying organisms; for square footage; for acreage; for the availability and cost of utilities, septic or community amenities; for applicable boundaries of school districts or other school information; for any proposed or pending condemnation actions involving Property; for the tax or legal consequences of this transaction; for the appraised or future value of the Property; and any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions which could affect the Property.

26. **Agency and Brokerage.**

A. **Agency.**

(1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater that what is set forth in their broker engagements, the Tennessee Real Estate

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Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended.

(2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Landlord or Tenant in a prospective transaction, to the exclusion of all other licensees in his/her company.

(3) An Agent for the Landlord or Tenant is a type of agency in which the licensee's company is working as an agent for the Landlord or Tenant and owes primary loyalty to that Landlord or Tenant.

(4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

(5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Landlord and the Tenant.

(6) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible for their own interests and that Broker's role is limited to performing ministerial acts for that unrepresented party;

B. Agency Disclosure.

(1) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☐ the Designated Agent for the Landlord,
- ☐ the agent for the Landlord,
- ☒ a Facilitator for the Landlord, OR
- ☐ a dual agent.

(2) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☐ the Designated Agent for the Tenant,
- ☐ the agent for the Tenant,
- ☐ a Facilitator for the Tenant, OR
- ☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]* Landlord and Tenant are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and Tenant have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse;
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
3. The Landlord and Tenant do not have to consent to dual agency; and
4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position, unless required to disclose by law.

(4) **Material Relationship Disclosure.** [*Required with dual Agency.*] The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Landlord's Initials _____ Tenant's Initials _____

C. **Brokerage.** Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a commission of: *[Check all that apply. The sections not marked shall not be part of this Agreement]*

☒ Negotiated by separate written agreement.

☐ $_____ or _____% of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ $_____ or _____% of Base Rent, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.

☐ $_____ OR _____% of Base Rent Payable as follows:
- ☐ _____% of Commission upon lease execution.
- ☐ _____% upon rent commencement or _____% upon occupancy.

☐ plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period.

☐ Other

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____% of the total real estate commission paid hereunder and the Leasing Broker shall receive _____% of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

27. **Other Provisions.**

A. **Time of Essence.** Time is of the essence in this Lease.

B. **No Waiver.** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. **Definitions.**

1. Landlord as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises.

2. Broker shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.

3. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.

4. Common Area shall mean all areas and facilities located in the Building or Complex upon which the Premises is located that are provided and designated by Landlord for the general, nonexclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes *[Check all that apply. The sections not marked shall not be a part of this Agreement]:*

☐ Exterior hallways	☐ Lobby	☐ Elevator	☐ Driveway	☐ Parking Area	
☐ Terrace	☐ Loading Area	☐ Restrooms	☐ Trash Facilities	☐ Stairs	
☐ Landscaped Areas	☐ Sidewalks	☐ Exterior Walls	☐ Exterior windows		
☐ Other _____					

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5. Property Taxes shall mean any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against the Premises and/or Common Areas or any legal or equitable interest of Landlord in the Premises and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.

6. Tenant's Percentage Share shall mean the proportion that the floor area of the Premises bears to the floor area of the tenantable space in the Building or Complex. The floor area shall be measured on the basis of exterior dimensions except walls of the Premises which are common walls separating the Premises from premises occupied by other tenants. In such floor area shall be measured from the center line of the common wall. Tenant's Percentage Share in the Building or Complex is _____ percent (_____%).

7. Business Days shall mean Monday through Friday, excluding Holidays.

8. Bank Days shall mean Monday through Saturday at noon, excluding Holidays.

D. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant. It is hereby agreed by both Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority to bind the Landlord, Tenant or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement.

E. Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. Indemnification. Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Broker, Broker's firm, and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Premises due to Tenant or Tenant's invitees, licensees or employees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Broker, Broker's Firm or Broker's affiliated licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against the Premises as a result of Tenant's actions.

G. No Partnership. Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation. Tenant shall not record this Lease or any short form memorandum thereof without Landlord's prior written consent.

I. Right to Relocate. Landlord has the right to relocate Tenant, at Landlord's expense, during the term of the Lease or any renewal thereof, within the Building or Complex. Landlord shall provide Tenant with written notice thereof. Thereafter Tenant shall have 30 days from receipt of written notice to elect to relocate or terminate the Lease, except as otherwise provided herein.

J. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

Landlord's address:

_____

_____

_____, _____ _____

Fax # _____

Email _____

Tenant's address:

CareAll Home Care Services

326 Welch Road

Nashville, TN 37211

Fax # 615-312-4190

Email Rick.Hartwig@CareAllInc.com

This form is copyrighted and may only be used in real estate transactions in which Gregory Haddock is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.

K. **Governing Law and Venue.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.

L. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

M. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following Business Day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

N. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

O. **Equal Opportunity.** This Property is being leased without regard to race, color, sex, religion, handicap, familial status, or national origin.

28. **Sale of the Premises to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of _____ percent (_____%) and Listing Broker a commission in the amount of _____ percent (_____%) of the gross sales price at closing if Tenant acquires from Landlord title to Premises or any part thereof of any property as an addition, expansion, or substitution for the Premises during the Term of this Lease, any renewals thereof, or within one (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease.

29. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

30. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

After the first month's lease and deposit are paid
($897+$897=$1794),
Landlord shall make the following repairs:
1. Remove carpet at front entrance and replace with vinyl plank.
2. Trim on the ceiling in front room to be painted.
3. Replace ceiling tiles that have water spots.
Repairs will begin at the beginning of the lease, before repairs are made and before Tenants move in on October 1st 2016.

☐ **(Mark box if additional pages are attached.)**

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LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal.

The party(ies) below have signed and acknowledge receipt of a copy.

TENANT CareAll	**TENANT**
By: Rick W. Hartwick	By:
Title: CEO	Title:
Entity: CareAll Home Care Services	Entity:
8/5/2016 at 12:32 o'clock □ am/ ☑ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**
LANDLORD Robert Jackson	**LANDLORD**
By: Gregory Lentz Haddock	By:
Title:	Title:
Entity:	Entity:
8 Aug 2016 at 8 o'clock X am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**
Emergency # for repairs	Emergency # for repairs

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker	**Leasing Broker/Firm**
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**
Gregory Lentz Haddock	Haddock Realty
PRINT/TYPE NAME	PRINT/TYPE NAME

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker	**Listing Broker/Firm**
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**
PRINT/TYPE NAME	PRINT/TYPE NAME

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Version 01/01/2016
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InstanetFORMS

Exhibit A – Legal Description of Premises

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Gregory Haddock is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.

Section B, Project Description, item 1

CMS.gov
Centers for Medicare & Medicaid Services

Home Health Agency (HHA) Center

Spotlights

- The Centers for Medicare & Medicaid Services (CMS) issued a proposed rule (CMS-1648-P) that would update the Medicare Home Health Prospective Payment System (HH PPS) rates and wage index for calendar year (CY) 2017. The proposed updates to the HH PPS rates include implementing the final year of the four year phase-in of the rebasing adjustments to the national, standardized 60 day episode payment rates, the national per-visit rates, and the non-routine medical supplies (NRS) conversion factor as required by law. In addition, this proposed rule would reduce the national, standardized 60-day episode payment rates by 0.97 percent in CY 2017 to account for nominal case-mix growth between CY 2012 and CY 2014 (i.e., case-mix growth that does not reflect changes in patient acuity), which was not accounted for in the rebasing adjustments finalized in the CY 2014 HH PPS final rule. The CY 2017 proposed rule would result in a 1.0 percent decrease (-$180 million) in payments to HHAs. CMS is also proposing changes to the methodology used to calculate outlier payments. As required by the Consolidated Appropriations Act of 2016, CMS proposes changes in payment for Negative Pressure Wound Therapy (NPWT) performed using a disposable device for patient's under a home health plan of care. CMS also proposes an update to the Home Health Quality Reporting Program. Lastly, in addition to providing an update on the progress towards developing public reporting of performance under the HH VBP Model, CMS proposes several changes and improvements related to the model.

- **Report to Congress on the Medicare Home Health Study**: An Investigation on Access to Care and Payment for Vulnerable Patient Populations
  Section 3131(d) of the Affordable Care Act required that CMS conduct a study on home health agency costs involved with providing ongoing access to care to low-income Medicare beneficiaries or beneficiaries in medically under served areas, and in treating beneficiaries with varying levels of severity of illness ("vulnerable patient populations") and submit a report to Congress. View the report to Congress and Appendix in the links below.
  - Report to Congress [PDF, 1MB]
  - Appendix [PDF, 8MB]

- **Proposed Conditions of Participation** The Centers for Medicare & Medicaid Services (CMS) has issued a proposed rule (CMS-3819-P) that would modernize Medicare's Home Health Agency Conditions of Participation to ensure safe delivery of quality care to home health patients. The proposed regulation reflects the most current home health agency practices by focusing on the care provided to patients and the impact of that care on patient outcomes. This proposed regulation focuses on assuring the protection and promotion of patient rights; enhances the process for care planning, delivery, and coordination of services; streamlines regulatory requirements; and builds a foundation for ongoing, data-driven, agency-wide quality improvement.

Home Health, Hospice and DME Open Door Forum

- Please go to: https://www.cms.gov/Outreach-and-Education/Outreach/OpenDoorForums/ODF_HHHDME.html

Physician Certification of Patient Eligibility for the Medicare Home Health Benefit

- MLN Matters® SE1436: Certifying Patients for the Medicare Home Health Benefit

- **MLN Connects™ National Provider Call - Certifying Patients for the Medicare Home Health Benefit (December 16, 2014)**. This MLN Connects™ National Provider Call provided an overview of certifying patient eligibility for the Medicare home health benefit. This included a summary of the new requirement for HHAs to obtain documentation from the certifying physician's and/or the acute/post-acute care facility's medical record for the patient that served as the basis for the certification of patient eligibility, which was finalized in the Calendar Year 2015 Home Health Prospective Payment System (HH PPS) final rule (CMS-1611-F) and effective for episodes of care beginning on or after January 1, 2015. For links to the presentation, examples, and transcripts, visit this MLN Connects™ National Provider Call web page.

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Section B, Project description, item 1

CHRISTINE A. PALMER
2811 TYNE BLVD.
NASHVILLE, TN 37215-4533

August 8, 2016

Rick W. Hartwig
CareAll, LLC
326 Welch Road
Nashville, TN 37211

Re: *Approval from the Estate of James W. Carell*

Dear Rick:

As you know, I am the executrix for the Estate of my father, James W. Carell. By this letter, I approve the proposed move of six counties held by MaxLife under its Certificate of Need to VIP Home Health. My approval is solely limited to the movement of the business done by CareAll Home Care in those six counties, which are Hickman, Maury, Lewis, Giles, Lawrence, and Wayne, from MaxLife to VIP.

If you have any questions, please feel free to call me.

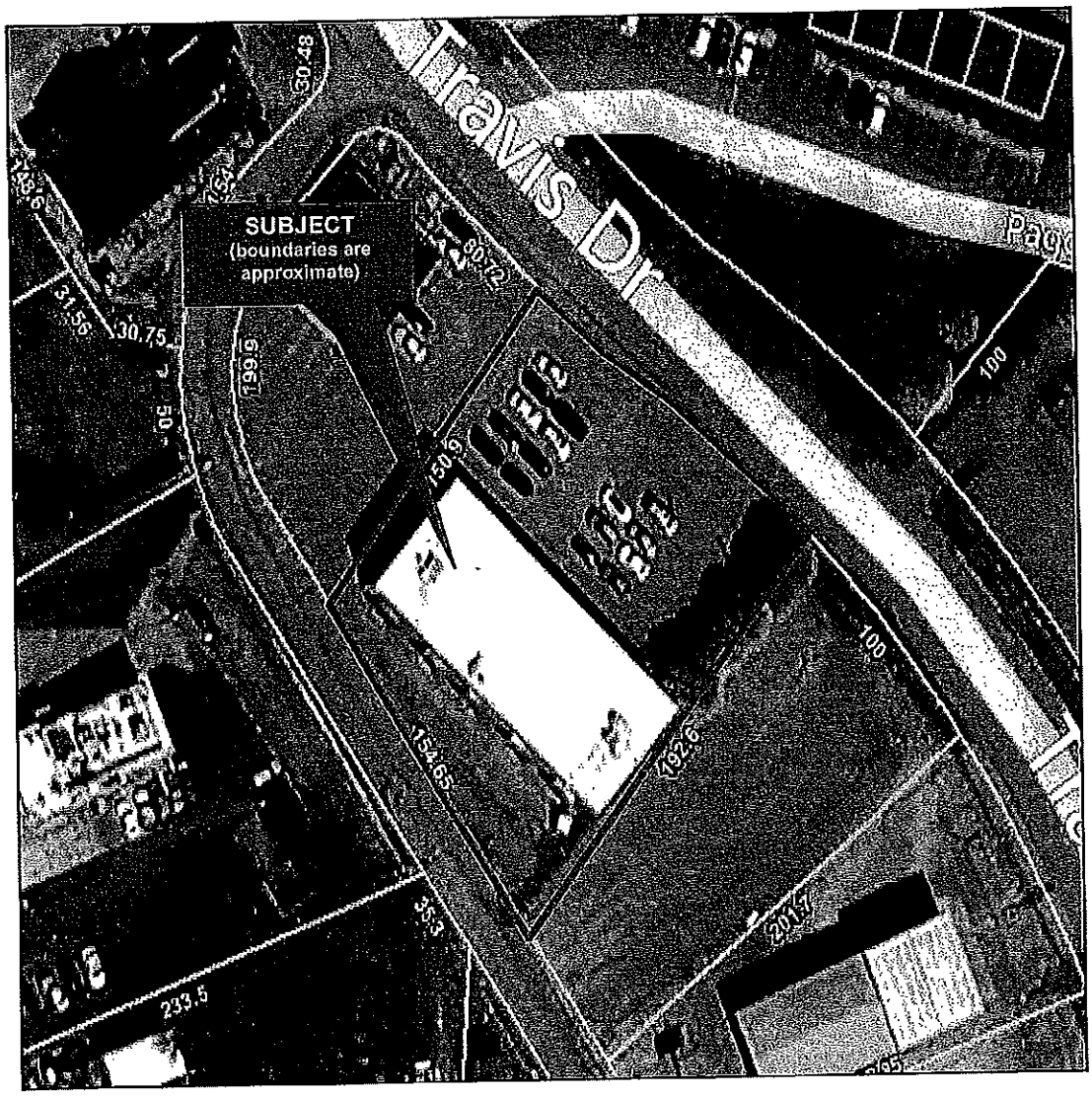
Sincerely,

Christine A. Palmer

Christine A. Palmer

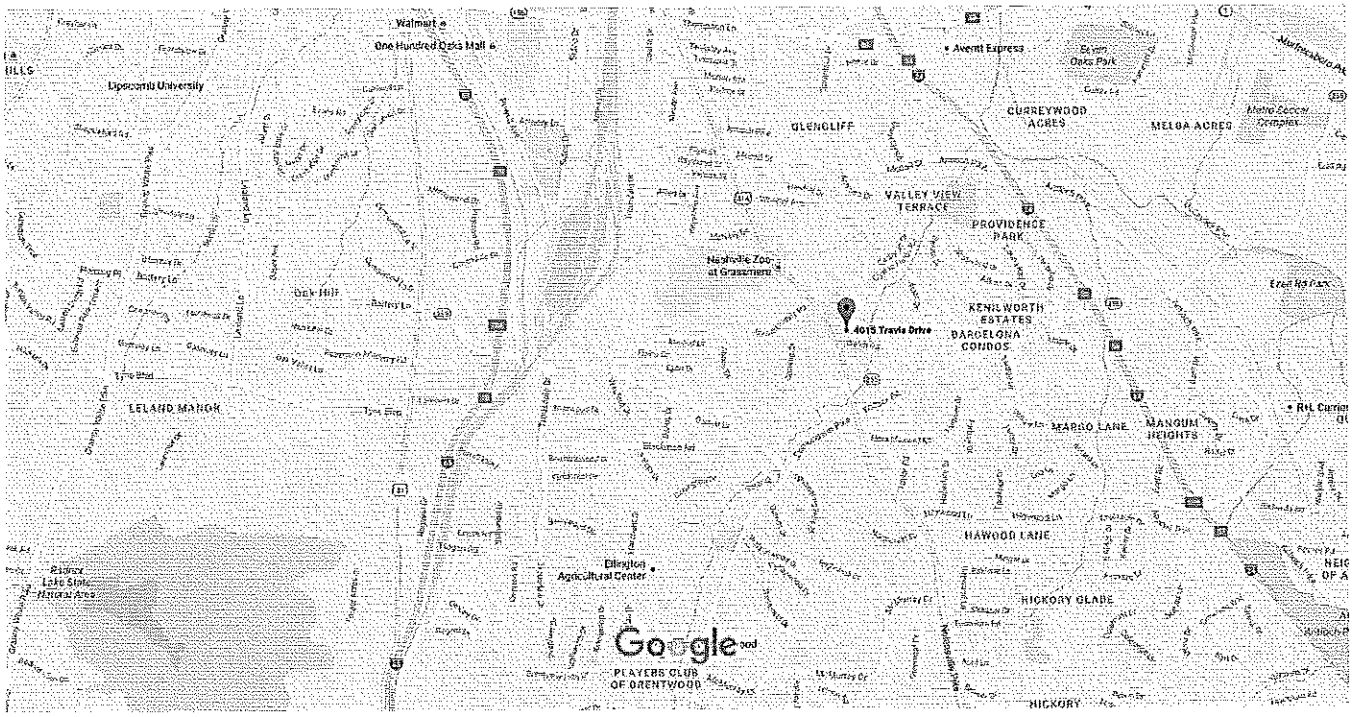
Section B, Project description, item 3. A

AERIAL PHOTOGRAPH



Section B, project description, item 3, B.

Google Maps 4015 Travis Dr



Map data ©2016 Google 2000 ft

4015 Travis Dr

Nashville, TN 37211

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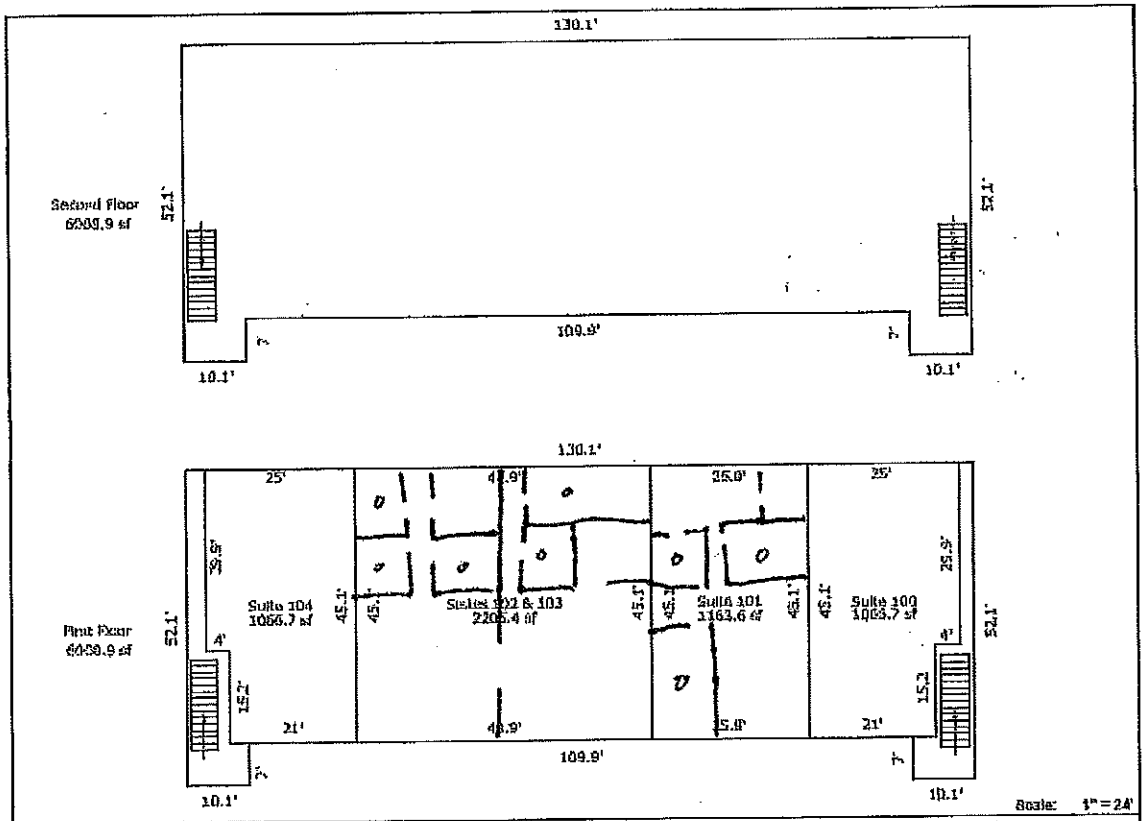
Section B, Project description, item 4

BUILDING SKETCH



AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GRA1	First Floor	6008.91	12017.82
	Second Floor	6008.91	
OTH	Suite 100	1066.70	
	Suite 101	1163.56	
	Suites 102 & 103	2205.39	
	Suite 104	1066.70	5502.37
Net BUILDING Area		(rounded)	12018

BUILDING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
7.0	x	10.1	70.70
7.0	x	10.1	70.70
45.1	x	130.1	5867.51
Second Floor			
7.0	x	10.1	70.70
7.0	x	10.1	70.70
45.1	x	130.1	5867.51
6 Items		(rounded)	12018

Section C: Need, item 1a. Criteria 8
Section C: Contribution to the Orderly Development of Health Care, item 1

Traditional Medicare and Medicare Advantage Plans apply to Home Health only. All other plans, where benefits are available, apply to Home Health and Private Duty.

CareAll
HOME HEALTH CARE

Please call us with your next referral!
931-840-0713

Please check with the local office for verification as this list does NOT include ALL health plans.[1] *Patient's admittance is based on approved authorization.*

Contracted / In Network Insurances

Traditional Medicare
(Patient's Traditional Medicare HIC# must be obtained)

Medicare Advantage Plans
(Patient's Traditional Medicare HIC# must be obtained as well as MA Plan HIC# in order to accurately verify benefits and for OASIS reporting)

AmeriVantage	
Blue Advantage	*PPO, HMO & D-SNP plans*
Humana	
Healthspring	*Processed by myNEXUS*

Commercial Plans
(Plans will have to be verified before acceptance)

Aetna	*For the following counties only: Benton, Carroll, Crockett, Dyer, Gibson, Henry, Houston, Humphreys, Lake, Madison, Obion, Stewart, and Weakley*
BCBS	*All States and Networks*
Humana	*Not in network with all Plans*

Veterans Administration (VA)
IL - Marion; TN - Knoxville, Memphis, Murfreesboro, Nashville

Medicaid
AmeriGroup & CHOICES
BlueCare & CHOICES
TennCare Select
TennCare Select Community - *MR Waiver, Arlington Waiver, Statewide Waiver plans*

Other Plans

AARP	Home Care Connect
Accredo	GEHA
Allstate Ins	Long Term Solutions
Bankers Life & Casualty	MCAS *(Managed Care Network Svcs)*
Caremark	One Call Care Mgmt.
CareScout	Private Insurance
Coventry	Private Pay
Crum & Forster	Progressive Medical
Cypress Care *(Healthcare Solutions)*	RxCrossroads

Non-Contracted / Out of Network Insurances[2]

Commercial Plans

Aetna	*All other counties (see above)*
Cigna	*Processed by CareCentrix*[2]
Humana	*Not all plans (see above)*

Military Plans

Champas	Humana Military
ChampVA	Tricare

Insurances Not Accepted

Community Health Alliance | Out of State Medicaid *(Any)* | United Healthcare *(All plans)* | Windsor Medicare

1 Acceptance of a certain insurance plan does not necessarily indicate acceptance of all plans offered within a specified network

2 If an In Network provider cannot be found, a Single Case Agreement can be negotiated on Out of Network Insurances. Acceptance of an Out of Network Single Case Agreement is at the discretion of CareAll Management, and acceptance is on a case-by-case basis.

COINSLIST0510

Section C, Need, item 1a., Criteria 10

Policy Description:	*Number:*
FALL PREVENTION EVIDENCE BASED PRACTICE	**11.001**

PURPOSE:
To identify patients that are at an increased risk of falls and implement measures by all disciplines to help decrease patient falls and injuries.

GUIDELINES:

Administration: The administrative team of CareAll Home Care Services will support the implementation, education, and performance improvement monitoring of the evidence-based practice for fall prevention.

Nursing: The nursing staff will assess all patients for fall risk upon admission, recertification, and as needed. Nursing will evaluate patients based upon a review of systems, medication review, and environmental assessment. Proper referrals will be given to therapy services, medical social services, and home health aide services. Utilization of proper tools will be used by nursing to identify fall risk patients.

Therapy Services:

- **Physical Therapy:** Physical therapists will evaluate the patient for falls based on a home safety assessment, strength testing, gait testing, and balance testing. These tests will be performed utilizing standard tools.
- **Occupational Therapy:** Occupational therapists will evaluate the patients on performance of activities of daily living (ADLs) and home modifications.

Medical Social Services: MSS will assess the patient's home for possible safety risk and teach on home modifications. MSS will assist the patient in available community resources.

Home Health Aide Services: Home health aides will monitor patients at every visit to determine fall risk. This monitoring will include observation of patient activity and environmental hazards. Aides will report fall risk characteristics to skilled nursing staff upon completion of visit.

INTERVENTIONS:

Nursing:

- **Review of intrinsic factors:**

  - **Visual:** Assess patient for compliance with annual vision exams and correct prescriptive lenses. Refer to MSS for assist with vision modifications if needed.
  - **Cognition**: Assess patient for mental status changes, complaints of dizziness. SN will refer to PT for balance training.
  - **Musculoskeletal:** Assess patient for upper or lower body weakness and problems with balance and gait. SN will utilize Timed Up & Go testing to measure mobility impairment. SN will refer patient for aide services to assist with patients ADLs due to presence of mobility defects. SN will refer to physical therapy for gait training, equipment modification and home exercise program. SN will refer to occupational therapy for home modification.
  - **General systems review:** Assess for postural hypotension, diabetes, shortness of breath, lower extremity swelling, previous falls.
  - **Pain:** Assess patient for complaints of pain and response to pain relief measures. Refer to therapy for pain modalities. Incontinence: Assess pt for incontinence episodes and frequency. Possible referral to therapy services for Kegel's training. Contact MD for possible medication to help decrease incontinence episodes.

- **Review of extrinsic factors:**

  - **Medications:** Assess patient medications for four or more medicines that are hypnotic, sedative, sleep aid, antipsychotic, antidepressant. Report to MD any potential duplicative therapy with medications and adverse effects. Refer to MSS any potential polypharmacy or financial concerns with prescriptions.
  - **Environmental:** Assess patient home environment for obstructed pathways, inadequate lighting, and inadequate or improper usage of modification devices. Refer to MSS for home modification and safety assessment. Refer to therapy services for home modification equipment and adaptive devices.

- **Teaching:**
  - **Medications:** Provide patient and family teaching on medications, side and adverse effects, and need to report to SN new/changed medications and adverse effects. Teach on polypharmacy and dangers of duplicative therapy.
  - **Incontinence:** Provide teaching on utilization of proper equipment for nighttime usage. Instruct on Kegel's exercises.
  - **Pain:** Instruct on pain relief measures, alternative pain control, proper usage of pain medications.
  - **General:** Instruct patient to rise slowly and steady themselves before ambulating. Keep eyes focuses on target 10-20 feet away while standing slowly. Instruct patients and caregivers to report any new falls immediately to staff.

Physical Therapy:

- **Interventions:**
  - Balance Training
  - Pain modalities
  - Home Modifications
  - Incontinence Exercises
  - Manual muscle test
  - ROM exercises
  - Gait training
  - HEP
  - Core strengthening exercises
  - Tai Chi

- **Teaching:**
  - Therapists will provide teaching on each of the above modalities and exercise programs and the benefits received when utilizing these exercises.
  - Therapists will provide teaching on home modifications and rationale.
  - Therapists will provide teaching on assistive equipment.

Occupational Therapy:

- **Interventions:**
  - Home modifications
- **Teaching:**
  - Therapist will provide education on use of equipment and home modifications

Medical Social Services:

- **Interventions:**
  - Home safety assessment
  - Financial concerns relating to medications, assistive equipment
- **Teaching:**
  - MSS will educate patient on home safety concerns and recommend modifications
  - MSS will educate patient on community and financial resources
  - MSS will educate patient on possible medication adverse effects relating to polypharmacy and duplicative medication therapy

Home Health Aide Services:

- **Interventions:**
  - Assist the nurse and therapist in identifying possible fall triggers in the home.
  - Assess the patient for weakness, visual disturbances, unsteady gait and report to nursing.
  - Note any new bruises, skin tears on patient skin and report to nursing.
  - Be alert for patient complaints relating to new meds, new equipment, or faulty equipment and report to nursing, therapy.
  - Assess the home for environmental hazards and report to nursing.

- **Teaching:**

  - Instruct patient to report any new falls to nurse as soon as possible.
  - Provide feedback to patient on environmental hazards such as throw rugs, inadequate lighting, cluttered hallways, cords or tubing in pathways, and pets.
  - Instruct patient to report any increased dizziness, weakness to nurse.

Policy Description:	*Number:*
DIABETIC FOOT CARE EVIDENCE BASED PRACTICE	**11.002**

PURPOSE:
The purpose of this policy is to provide guidelines for assessment of the diabetic patients lower extremities and to ensure appropriate education for proper foot care.

DIABETIC FOOT CARE MANAGEMENT:
Agency skilled personnel will be committed to diabetic foot care management and will respond quickly to provide effective intervention and patient education.

PROCEDURE:

- All diabetic patients will be assessed for the presence of skin lesions on the lower extremities using the following:
  - Medical History
  - Foot Exam
  - Footwear Assessment
  - Current History

- All diabetic patients will be provided with education material to include:
  - "Check your feet"
  - "Look between your toes"
  - "Shoe selection"
  - "Skin care"
  - "Nail, corn and callous care"

- The physician-ordered plan of care will include the following for diabetic patients:
  - Diabetic foot care including monitoring for the presence of skin lesions on the lower extremities and patient/caregiver education on proper foot care.

- When the agency skilled personnel determine the diabetic patient requires physician intervention related to diabetic foot care, the skilled personnel will notify the patient's physician appropriately.

Policy Description:	*Number:*
DEPRESSION EVIDENCE BASED PRACTICE	**11.003**

PURPOSE:
The purpose of this policy is to provide guidelines for depression and appropriate response to patient depression.

DEPRESSION:
Agency qualified clinician will be committed to depression prevention, to provide appropriate depression management.

PROCEDURE:
All patients for whom an OASIS is required will be assessed for depression or risk of depression on SOC, ROC and Recert utilizing a standardized tool appropriate to the patient's age and physical/mental/cognitive status as determined by the clinician. Two tools are acceptable for use: PHQ-2 Scale and the Cornell Scale for Depression in Dementia.

1. When using the PHQ-2 Scale, the clinician will ask the patient "Over the past two weeks, how often have you been bothered by any of the following problems: little interest or pleasure in doing things? And/or Feeling down, depressed, or hopeless?"
    a. The clinician is permitted to break down the question into more easily understood sections when appropriate for the patient's understanding, but may not alter the words used in the questions. The clinician may also choose to show the patient the question, and allow him/her to read both the questions and responses, then choose an answer for the clinician to input into the computerized system.
    b. NA is only appropriate for use in either row A or B if the patient is able to cognitively understand the question, but will not give answers appropriate to the tool. For example, if the patient were to respond "I can't really tell you how many days I've felt that way."
    c. The response to rows A and B will be added for a total score that will determine the need for further evaluation. Any score of 3 or higher will be reported to the physician. In addition, with physician approval, a referral will be made for an MSW eval, and interventions to monitor the patient's level of depression will be included on the POC/485 with an appropriate goal.
2. When using the Cornell Scale for Depression in Dementia, the clinician must complete the addendum form in DeVero and submit it to the office along with the SOC/ROC/Recert OASIS. Ratings will be based on signs and symptoms occurring during the week before the interview.
    a. The same clinician should conduct the interview each time whenever possible to assure consistency in response. The assessment should be based on the patient's normal weekly routine.
    b. If uncertain of answers, questioning other caregivers may further define the answer.

c. Answer all questions by placing a check in the column under the appropriately numbered answer. (a = unable to evaluate, 0 = absent, 1 = mild to intermittent, 2 = severe)
d. Add the total score for all numbers checked for each question.
e. Place the total score in the "Score" box and record any subjective observation notes in the "notes/Current Medication" section.
f. Scores totaling twelve (12) points or more indicate probable depression. In this case, findings will be reported to the physician. In addition, with physician approval, a referral will be made for an MSW eval, and interventions to monitor the patient's level of depression will be included on the POC/485 with an appropriate goal.

CORNELL SCALE FOR DEPRESSION

Patient: Visit Date:

The CSDD is specialty designed for assessing depression in elderly residents with dementia. Answer the items in each section and enter the value of the answer in the column labeled Score. Sum the scores of the items to determine the total score, and apply the interpretation rule that appears at the bottom of the page.

The ratings should be based on symptoms and signs occurring during the week prior to this assessment. No score should be given if symptoms result from physical disability or illness.

Date of Birth:

Mood-Related Signs	Absent =	Mild or Intermittent	Severe	Score
1. Anxiety (anxious expression, ruminations, worrying)	○ 0	○ 1	○ 2	
2. Sadness (sad expression, sad voice, tearfulness)	○ 0	○ 1	○ 2	
3. Lack of reactivity to pleasant events	○ 0	○ 1	○ 2	
4. Irritability (easily annoyed, short tempered)	○ 0	○ 1	○ 2	
Behavioral Disturbance				
5. Agitation (restlessness, handwringing, hairpulling)	○ 0	○ 1	○ 2	
6. Retardation (slow movements, slow speech, slow reactions)	○ 0	○ 1	○ 2	
7. Multiple physical complaints (score 0 if GI symptoms only)	○ 0	○ 1	○ 2	
8. Loss of interest (less involved in usual activities; score only if change occurred acutely, that is, in less than one month)	○ 0	○ 1	○ 2	
Physical Signs				
9. Appetite loss (eating less than usual)	○ 0	○ 1	○ 2	
10. Weight loss (score 2 if greater than 5 lb in one month)	○ 0	○ 1	○ 2	
11. Lack of energy (fatigues easily, unable to sustain activities, score only if change occurred acutely, that is, in less than one month	○ 0	○ 1	○ 2	
Cyclic Functions				
12. Diurnal variation of mood symptoms worse in the morning	○ 0	○ 1	○ 2	
13. Difficulty falling asleep later than usual for the resident	○ 0	○ 1	○ 2	
14. Multiple awakening during sleep	○ 0	○ 1	○ 2	
15. Early morning awakening earlier than usual for this individual	○ 0	○ 1	○ 2	
Ideational Disturbance				
16. Suicide (feels life is not worth living, has suicidal wishes, or makes suicide attempt)	○ 0	○ 1	○ 2	
17. Poor self-esteem (self-blame, self-depreciation, feelings of failure)	○ 0	○ 1	○ 2	
18. Pessimism (anticipation of the worst)	○ 0	○ 1	○ 2	
19. Mood-congruent delusions (delusions of poverty, illness, or loss)	○ 0	○ 1	○ 2	
			Total Score:	0

Interpretation of the Total Score
A total score of 8 or more suggests significant depressive symptoms.
• Assign the item a score of 0 if you cannot detect or evaluate the signs or symptom.

Caregiver Signature:

NAME _____ AGE_____ SEX_____ DATE _____

Cornell Scale for Depression in Dementia

Ratings should be based on symptoms and signs occurring during the week before interview. No score should be given if symptoms result from physical disability or illness.

SCORING SYSTEM

a = Unable to evaluate 0 = Absent
1 = Mild to Intermittent 2 = Severe

Score greater than 12 = Probable Depression

	a	0	1	2
A. MOOD-RELATED SIGNS				
1. Anxiety; anxious expression, rumination, worrying				
2. Sadness; sad expression, sad voice, tearfulness				
3. Lack of reaction to pleasant events				
4. Irritability; annoyed, short tempered				
B. BEHAVIORAL DISTURBANCE				
5. Agitation; restlessness, hand wringing, hair pulling				
6. Retardation; slow movements, slow speech, slow reactions				
7. Multiple physical complaints *(score 0 if gastrointestinal symptoms only)*				
8. Loss of interest; less involved in usual activities *(score 0 only if change occurred acutely, i.e., in less than one month)*				
C. PHYSICAL SIGNS				
9. Appetite loss; eating less than usual				
10. Weight loss *(score 2 if greater than 5 pounds in one month)*				
11. Lack of energy; fatigues easily, unable to sustain activities				
D. CYCLIC FUNCTIONS				
12. Diurnal variation of mood; symptoms worse in the morning				
13. Difficulty falling asleep; later than usual for this individual				
14. Multiple awakenings during sleep				
15. Early morning awakening; earlier than usual for this individual				
E. IDEATIONAL DISTURBANCE				
16. Suicidal; feels life is not worth living				
17. Poor self-esteem; self-blame, self-depreciation, feelings of failure				
18. Pessimism; anticipation of the worst				
19. Mood congruent delusions; delusions of poverty, illness or loss				

NOTES/CURRENT MEDICATIONS:

ASSESSOR:

Score

Policy Description:	*Number:*
PRESSURE ULCER MANAGEMENT EVIDENCE BASED PRACTICE	**11.004**

PURPOSE:
The purpose of this policy is to provide guidelines for pressure ulcer and appropriate response to pressure ulcer management.

WOUND MANAGEMENT
Agency skilled personnel will be committed to wound prevention and management and will provide effective wound management.

PROCEDURE:

- All patients will be assessed for wounds utilizing the Braden Scale on the initial patient assessment, recertification, resumption of care and/or as needed basis for decline in patient status to include:

  - Sensory perception
  - Moisture
  - Activity
  - Mobility
  - Nutrition
  - Friction/Shearing

  Interpretation of Braden Scale information:
  A score of:
  - 15-18 = Mild or at Risk
  - 13-14 = Moderate Risk
  - 10-12 = High Risk
  - 9 or < = Very High Risk
  - Implement Risk Factors as noted on Braden Scale Reference Tool

- Development of an individualized plan for prevention as agreed upon by the multidisciplinary team members, the patient, and the caregiver(s) with the evidence of ongoing reassessment. All members of the healthcare team will participate in the POC and provide input with identifying patients that are at risk. Referrals will be made to appropriate disciplines to include: PT, OT, ST, MSS and Aide.

- Nutritional support/consult will be available to those patients identified with nutritional deficits.

- A nutritional consult form will be utilized that will include all needed information for the dietician to review when developing the recommendations such as general medical history, to include previous presence of pressure ulcers, list of diagnoses, medication list, wound site to include measurements, current level of appetite, presence of peg tube and lab results for Serum Pre-Albumin, Albumin and Protein levels. (see attached form)

- Skin integrity will be assessed with every patient.

- Educate the patient/caregiver(s) regarding the patient's risk level and necessity for development of a prevention and/or treatment plan of care.

- The patient will be provided with a wound care education booklet.

- If the current plan of care is unsuccessful then the plan will be revisited and revised to increase effectiveness as needed.

- The agency will follow WCON and NPUAP guidelines when assessing the patient and devising appropriate POC for treatment and/or prevention. Information provided in clinical resource guide.

- Wound pictures will be taken if indicated per agency discretion or MD orders.

- When agency determines that wound management cannot be adequately managed by the Agency in the home, appropriate referrals will be made.

Policy Description:	*Number:*
TRAINING AND ORIENTATION	**02.008**

PURPOSE:

The purpose of this policy is to establish the Agency's guidelines on training and orientation.

TRAINING AND ORIENTATION:

Training and orientation are provided for all employees prior to assuming their duties and/or patient care responsibilities. Orientation will be provided on site or off site as appropriate. Orientation to each case is based on assigned responsibilities and individual patient needs. Each employee shall undergo training specific to their position which may include:

- Explanation of the Agency services philosophy, purpose, goals and objectives.
- Job description review (duties and responsibilities).
- Organizational chart and supervisor.
- Field staff introduction.
- Appropriate organizational policies and procedures.
- Care delivery in the home setting.
- Patient care policies and procedures.
- Confidentiality of patient information.
- Patient and/or family's rights.
- Appropriate actions in unsafe situations.
- Ethical considerations.
- Field experience and/or practical experience under supervision.
- Curriculum content for the home health aides.
- Type of services to be provided.
- Special care requirements.
- Care of patients across the Life Span.
- Reactions to stress.
- Personal care needs.
- Physical and emotional reactions to aging.
- Agency's disaster plan.
- Emotional and physical needs.
- Available community services/resources.
- Reactions to illness.
- Basic health needs and health needs by disease type.
- Recognizing changes in condition that need reporting.

- Concepts of mental illness.
- General care needs.
- Physical and emotional needs.
- Issues on death and dying.
- Do not resuscitate policy.
- Death at home policies.
- Pain and symptom management.
- Basic psychosocial issues on dying.
- Role, responsibilities and needs of the primary caregiver and/or family dynamics.
- Communication skills (listening and talking).
- Hearing impaired.
- Care of Alzheimer's patients.
- Observation, reporting and documentation of client/patient condition.
- Equipment management including the safe and appropriate use of equipment.
- Maintenance of a clean, safe and healthy environment.
- Home safety (bathroom, fire, environmental, electrical and medication safety).
- Value of housekeeping.
- Staff responsibilities.
- Guidelines for cleaning a house, washing dishes, managing home laundry.
- Maintenance of clothing.
- Sensitivity to values and lifestyles.
- Infection control and safety management.
- Universal precautions and Exposure Control Plan.
- Identification handling and appropriate disposal of hazardous or infectious waste (dressings, needles, body fluids, tubings, drugs, gloves, etc.).
- Cleanliness of supplies/equipment.
- Special precautions for AIDS and other infectious diseases.
- Cleanliness of uniforms or clothes
- Special precautions in the event of infectious diseases such as colds/flu.
- Storage, handling, delivery and access to supplies (dressings, catheters, etc.); medical gases (oxygen); and drugs (chemotherapeutic agents, controlled substances).
- Nutrition and food preparation.

- Nutritional needs of patients (infants, children, and elderly).
- Modified diets and/or diet restrictions.
- Feeding techniques.
- Use of assistive devices.
- Safe transfer and ambulation techniques.
- Proper body mechanics.
- Special techniques and precautions.
- Methods to assist patient to achieve maximum self-reliance.
- Obtaining vital signs.
- Changing or applying dressings, ointments and topical medicines.
- Handling cytotoxic agents.
- Drug/product dispensing and distribution.
- Special exercises and treatments.

Orientation will be as necessary and as determined by the supervisor. Each employee shall demonstrate competence for their position when necessary.

It is acceptable to use consenting employees of the Agency for the purpose of demonstrating, training and/or determining competency for the performance of non-invasive procedures. However, in no instance will it be acceptable to use any employee of the Agency as a 'live model' for the purpose of demonstrating, training or determining competency for the performance of any invasive procedure.

All employees shall receive a copy of the employee handbook.

Evidence that the employee has been through orientation and appropriate training and is aware of applicable personnel policies and position requirements shall be maintained in the personnel file.

Policy Description:	*Number:*
IN-SERVICE AND CONTINUING EDUCATION	**02.009**

PURPOSE:

The purpose of this policy is to establish the guidelines for in-service and continuing education.

IN-SERVICE AND CONTINUING EDUCATION:

The in-service training or continuing education programs available shall be based on identified needs such as changes in care/service(s) including new therapy modalities, equipment and/or new programs. In-service or continuing education programs shall also be based on the staff's need for knowledge.

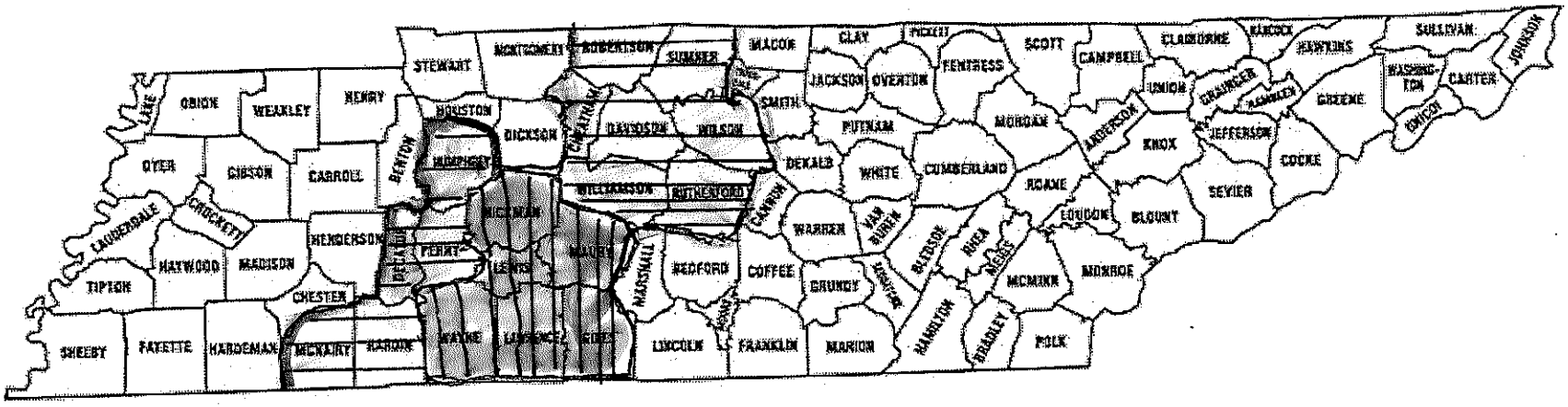
Continuing education and/or in-service training appropriate to the individual's responsibilities and to the maintenance of skills necessary for the care of patients will be assessed and provided when necessary. Additionally, continuing education and/or in-service training required for individual licensure requirements must be met per applicable Federal, State and/or local regulations.

Requirements for Home Health Aides and Certified Nurse Technician Assistants:

Each home health aide and certified nurse technician/assistant must receive at least 12 hours of in-service training per year. Supporting documentation of previous in-services may be included in meeting the annual 12 hours of in-service requirement. The in-service training may be furnished while the aide is furnishing care to patients.

Evidence of staff attendance at in-service training and/or continuing education programs shall be documented on in-service attendance logs, certificates of attendance, and/or in the personnel file. This documentation should also include an outline and/or summary of the in-service training and/or continuing education program.

Section C, Need, item 3



service area to surrender

remaining service area

Section C, Economic Feasibility, item 2

CareAll
HOME HEALTH CARE

August 9, 2016

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building
500 Deaderick Street, 9th Floor
Nashville, TN 37243

Dear Director:

The funding source for the project proposed with the CON application to relocate the principle location of MaxLife At Home of Tennessee, LLC dba CareAll Home Care Services from Columbia, TN to Nashville, TN will be from cash reserves. I attest that MaxLife At Home of Tennessee, LLC has sufficient cash reserves to fund this project.

Sincerely,

Rick W. Hartwig, CEO
CareAll, LLC

Section C:
Economic Feasibility
item 4

Maxlife at Home of Tennessee LLC

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

		Year 2017	Year 2018
A.	Utilization Data (Specify unit of measure) Hrs-Private Duty visits-Home Health	45,762 Hrs. 130 visits	48,065 Hrs. 130 visits
B.	Revenue from Services to Patients		
	1. Inpatient Services	$	$
	2. Outpatient Services	891,000	940,920
	3. Emergency Services		
	4. Other Operating Revenue (Specify)_____		
	Gross Operating Revenue	$ 891,000	$ 940,920
C.	Deductions from Gross Operating Revenue		
	1. Contractual Adjustments	$ 8,910	$ 9,409
	2. Provision for Charity Care		
	3. Provisions for Bad Debt	8296	8760
	Total Deductions	$ 17,206	$ 18,169
NET OPERATING REVENUE		$ 873,794	$ 922,751
D.	Operating Expenses		
	1. Salaries and Wages	$ 592,810	$ 616,106
	2. Physician's Salaries and Wages		
	3. Supplies	24,580	24,673
	4. Taxes	51,308	53,451
	5. Depreciation		
	6. Rent	14,460	14,460
	7. Interest, other than Capital		
	8. Management Fees:		
	a. Fees to Affiliates	77,388	81,631
	b. Fees to Non-Affiliates		
	9. Other Expenses (Specify) _____	112,156	112,932
	Total Operating Expenses	$ 872,702	$ 903,253
E.	Other Revenue (Expenses) -- Net (Specify)	$	$
NET OPERATING INCOME (LOSS)		$	$
F.	Capital Expenditures		
	1. Retirement of Principal	$	$
	2. Interest		
	Total Capital Expenditures	$	$
NET OPERATING INCOME (LOSS) LESS CAPITAL EXPENDITURES		$ 1092	$ 19,498

Maxlife at Home of Tennessee LLC

HISTORICAL DATA CHART

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in January (Month).

	Year 2013	Year 2014	Year 2015
A. Utilization Data (Specify unit of measure) Hrs.-Private Duty / Visits-Home Health	36,743 Hrs. / 5,512 Visits	37,858 Hrs. / 8769 Visits	35,520 Hrs. / 7540 Visits
B. Revenue from Services to Patients			
1. Inpatient Services	$	$	$
2. Outpatient Services	2,756,536	1,854,615	1,422,694
3. Emergency Services			
4. Other Operating Revenue (Specify)			
Gross Operating Revenue	$2,756,536	$1,854,615	$1,422,694
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$ 1290	$ 132,064	$ 105,438
2. Provision for Charity Care			
3. Provisions for Bad Debt	64,006	45,040	(48,953)
Total Deductions	$ 65,296	$ 177,104	$ 56,485
NET OPERATING REVENUE	$ 2,691,240	$ 1,677,511	$ 1,366,209
D. Operating Expenses			
1. Salaries and Wages	$ 1,371,159	$ 1,099,316	$ 1,146,984
2. Physician's Salaries and Wages			
3. Supplies	66,089	49,506	38,739
4. Taxes	103,274	107,524	116,463
5. Depreciation/Amortization	126,802	514,371	175,107
6. Rent	42,728	31,800	31,800
7. Interest, other than Capital	17,199	17,199	17,199
8. Management Fees:			
a. Fees to Affiliates	830,373	501,321	198,360
b. Fees to Non-Affiliates			
9. Other Expenses (Specify)	463,623	494,700	642,462
Total Operating Expenses	$ 3,048,247	$ 2,815,737	$ 2,367,114
E. Other Revenue (Expenses) – Net (Specify)	$ 9556	$ 411,529	$ (3597)
NET OPERATING INCOME (LOSS)	$ (347,451)	$ (726,697)	$ (1,004,502)
F. Capital Expenditures			
1. Retirement of Principal	$	$	$
2. Interest			
Total Capital Expenditures	$ -0-	$ -0-	$ -0-
NET OPERATING INCOME (LOSS) LESS CAPITAL EXPENDITURES	$ (347,451)	$ (726,697)	$ (1,004,502)

Maxlife at Home of Tennessee LLC

HISTORICAL DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2013	Year 2014	Year 2015
1. Auto + Mileage	$133,793	$ 89,725	$ 89,143
2. Employee Benefits	91,946	67,418	105,271
3. Insurance	20,255	25,839	33,155
4. Phone + Utilities	38,484	29,919	28,534
5. Advertising + Marketing	58,802	48,485	79,647
6. Compliance + Training	36,204	148,461	226,286
7. Other Administrative	84,139	84,853	80,426
Total Other Expenses	$ 463,623	$ 494,700	$642,462
Other Revenue (Expense)			
Interest Income	9,556	4,438	682
Debt Forgiveness Income	-	408,653	-
Legal Settlement	-	(1,562)	(4279)
	9,556	411,529	(3,597)

PROJECTED DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2017	Year 2018
1. Auto + Mileage	$ 12,515	$ 13,220
2. Employee Benefits	14,155	14,226
3. Insurance	8520	8520
4. Phone + Utilities	13,781	13,781
5. Advertising + Marketing	46,437	46,437
6. Compliance + Training	978	978
7. Other Administrative	15,770	15,770
Total Other Expenses	$ 112,156	$ 112,932

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Section C : Economic Feasibility, item 10

MAXLIFE AT HOME OF TENNESSEE LLC
BALANCE SHEET

	JUNE 30, 2016
ASSETS	
Current Assets	
Cash	23,438
Accounts Receivable - Trade	167,328
Allowance for Bad Debts	(45,162)
Prepaid Expenses	26,383
Total Current Assets	171,987
Fixed Assets	
Vehicles, Equipment, Computer Hardware	100,456
Less: Accum Depreciation	(93,338)
Total Fixed Assets	7,118
Goodwill	
Goodwill	1,659,909
Less: Accum Goodwill	(1,383,258)
Total Goodwill	276,651
Other Assets	2,660
Total Assets	**458,416**
LIABILITIES	
Current Liabilities	
Accounts Payable	6,595
Interest Payable - JWC Estate (Maxlife)	53,031
Deferred Revenue	10,657
Other Current Liabilities	33,241
Accrued PTO	25,952
Due to Careall LLC	386,865
Due to CareAll Management, LLC	542,975
Total Current Liabilities	1,059,316
Long Term Liabilities	
Notes Payable - JWC Estate (Maxlife)	859,957
Management Fees Payable	1,198,902
Total Long Term Liabilities	2,058,859
Total Liabilities	3,118,175
EQUITY	
Retained Earnings - Current Year	(504,469)
Retained Earnings - Prior	(2,155,290)
Total Equity	(2,659,759)
Total Liabilities and Equity	**458,416**

MAXLIFE AT HOME OF TENNESSEE LLC
INCOME STATEMENT

	JAN 1 - JUNE 30, 2016
OPERATING REVENUE:	
COMMERCIAL INSURANCE	144,550
MEDICARE A	173,822
HOME HEALTH TENNCARE	24,690
PRIVATE DUTY (TENNCARE)	325,611
PRIVATE DUTY (COMM INS)	5,370
PRIVATE DUTY (PRIVATE PAY)	5,481
SITTER REVENUE	16,120
MEDICARE/TENNCARE REV. ADJ.	(14,243)
TOTAL OPERATING REVENUE	681,401
DIRECT LABOR COST:	
HOME HEALTH AGENCIES:	
SALARIES	221,282
FICA/WORKERS COMP	24,018
MILEAGE	22,133
GROUP HEALTH/PTO	18,788
TOTAL HOME HEALTH AGENCIES	286,221
PRIVATE DUTY:	
SALARIES	188,456
FICA/WORKERS COMP	22,328
MILEAGE	5,930
GROUP HEALTH/PTO	15,310
TOTAL PRIVATE DUTY	232,024
TOTAL DIRECT LABOR COST	518,245
CMS SUPPLY PURCHASES	13,214
PLANT OPERATIONS:	
PLANT OPERATIONS - RENT	15,900
PLANT OPERATIONS - UTILITIES	4,586
TOTAL PLANT OPERATIONS	20,486
ADMINISTRATIVE PAYROLL:	
SALARIES - ADMINISTRATOR	50,057
SALARIES - DIRECTOR	6,498
SALARIES - BILLING COORD/AUTH SPEC.	28,315
SALARIES - OFFICE	92,256
BONUS - REFERRAL/NON-MGT	108
PAYROLL TAXES - G&A	32,468
TOTAL ADMINISTRATIVE PAYROLL	209,702

MAXLIFE AT HOME OF TENNESSEE LLC
INCOME STATEMENT

	JAN 1 - JUNE 30, 2016
ADMINISTRATIVE - OTHER:	
MANAGEMENT FEES	95,590
WORKERS COMPENSATION-G&A	1,027
VESTED PTO-G&A	13,359
GROUP INSURANCE-G&A	17,969
OTHER BENEFITS (STD, LIFE)	3,451
STORAGE/MOVING FEES	1,290
SEMINAR/BOOK EXPENSE	696
ADVERTISING/MARKETING	29,404
EMPLOYEE ADS/RECRUITING	8,310
BACKGROUND INVESTIGATIONS	711
COMPLIANCE/QA/CODING/TRAINING	83,673
EXPENDABLE EQUIPMENT	529
TELEPHONE/INTERNET	8,131
TELEPHONE ANSWERING SERVICE	1,881
DIRECTORY LISTING	408
POSTAGE	830
PRINTING & DUPLICATION	1,754
OFFICE SUPPLIES	10,528
MEDICAL CONSULTING FEES	9,300
LEGAL/ACCOUNTING FEES	450
SOFTWARE SUPPORT	11,821
DUES & SUBSCRIPTIONS	1,400
MEALS/LODGING/ENTERTAINMENT	4,454
MAINT/REPAIR/SERV. AGREEMENTS	2,651
TAXES & LICENSES	1,857
PROF/LIABILITY INSURANCE	14,082
VEHICLE INSURANCE	2,192
BAD DEBTS	(10,060)
FUEL/AUTO/MILEAGE EXPENSE	10,989
TOTAL OTHER ADMINISTRATIVE	328,677
TOTAL OPERATING EXPENSES	1,090,324
EBITDA	**(408,923)**
INTEREST INCOME	82
INTEREST EXPENSE	8,600
DEPRECIATION	4,033
AMORTIZATION	82,995
NET INCOME (LOSS)	**(504,469)**

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **MAXLIFE @ HOME OF TENNESSEE, LLC**

General Information

SOS Control #	**000419666**	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	01/04/2002
	01/04/2002 12:15 PM	Fiscal Year Close	12
Status:	Active	Member Count:	1
Duration Term:	Expires: 12/31/2070		
Managed By:	Member Managed		

Registered Agent Address
ANNE STEWART
326 WELCH RD
NASHVILLE, TN 37211-3710

Principal Address
326 WELCH RD
NASHVILLE, TN 37211-3710

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
05/12/2016	Application for Reinstatement	B0246-2481
	Filing Status Changed From: Inactive - Dissolved (Administrative) To: ACTIVE	
	Inactive Date Changed From: 08/09/2014 To: No Value	
03/31/2016	2015 Annual Report	B0228-3610
06/09/2015	2014 Annual Report	B0112-3005
01/05/2015	2013 Annual Report	B0035-2890
	Registered Agent First Name Changed From: CHRISTINE To: ANNE	
	Registered Agent Last Name Changed From: LAWRENCE To: STEWART	
08/09/2014	Dissolution/Revocation - Administrative	A0256-2042
	Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
	Inactive Date Changed From: No Value To: 08/09/2014	
	Name Status Changed From: Active (CareAll Home Care Services - MaxLife) To: Inactive - Name Cancelled (Care. Home Care Services - MaxLife)	
06/03/2014	Notice of Determination	A0240-0168
04/01/2013	2012 Annual Report	7184-2837
	Principal Address 1 Changed From: 4015 TRAVIS DR To: 326 WELCH RD	
	Principal Postal Code Changed From: 37211-3758 To: 37211-3710	
09/04/2012	Registered Agent Change (by Entity)	7091-2188

222

Tennessee Secretary of State

Tre Hargett

Business Services | Charitable | Civics | Elections | Fantasy Sports | Publications | Library & Archives | Contact Us

Business Services Online > File an Annual Report > Data Entry

Annual Report

000419666: MAXLIFE @ HOME OF TENNESSEE, LLC

Principal Address	Mailing Address	Registered Agent	LLC Managers	Officers	Confirmation	Signature	Payment

Our records indicate that you are not eligible to submit an annual report at this time. Possible problems include:

- The business entity has a status which is not eligible for reinstatement.
- The window for submitting an annual report opens on the first day of the month following the fiscal year close month of record and ends on the 15th day of the eighth month following the fiscal year close month of record.
- Currently we are not able to process online annual reports containing principal office addresses or principal office mailing addresses in foreign countries.
- The Secretary of State Control Number you entered does not match our records.

Please try your search again or direct any questions to Business Services at (615) 741-2286 or TNSOS.CORPINFO@tn.gov.

Secretary of State Control Number: 000419666

Name: MAXLIFE @ HOME OF TENNESSEE, LLC

Type: Limited Liability Company

Formed In: TENNESSEE

Principal Office Address: 326 WELCH RD
NASHVILLE, TN 37211-3710 USA

Annual Report Due Date: 4/1/2017 **Status:** Active

The Annual Report cannot be filed until the final month of the Fiscal Year for this entity. (Cannot file before 12/01)

Continue | Cancel

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286
8:00 a.m. until 4:30 p.m. (Central) Monday - Friday.
Directions | State Holidays | Methods of Payment

Business Filings and Information (615) 741-2286 | TNSOS.CORPINFO@tn.gov

Certified Copies and Certificate of Existence (615) 741-6488 | TNSOS.CERT@tn.gov

Motor Vehicle Temporary Liens (615) 741-0529 | TNSOS.MVTL@tn.gov

Notary Commissions (615) 741-3699 | TNSOS.ATS@tn.gov

Uniform Commercial Code (UCC) (615) 741-3276 | TNSOS.UCC@tn.gov

Workers' Compensation Exemption Registrations (615) 741-0526 | TNSOS.WCER@tn.gov

Apostilles & Authentications (615) 741-0536 | TNSOS.ATS@tn.gov

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **MOLLY, LLC**

General Information

SOS Control #	**000541226**	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	02/13/2007
	02/13/2007 2:04 PM	Fiscal Year Close	12
Status:	Active	Member Count:	1
Duration Term:	Perpetual		
Managed By:	Member Managed		

Registered Agent Address
ANNE STEWART
326 WELCH RD
NASHVILLE, TN 37211-3710

Principal Address
326 WELCH RD
NASHVILLE, TN 37211-3710

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
03/31/2016	2015 Annual Report	B0228-3752
06/09/2015	2014 Annual Report	B0112-3029
06/02/2015	Notice of Determination	B0107-8092
11/03/2014	Application for Reinstatement	B0019-3314
	Filing Status Changed From: Inactive - Dissolved (Administrative) To: Active	
	Inactive Date Changed From: 08/09/2014 To: No Value	
11/03/2014	2013 Annual Report	B0019-3313
	Principal Address 1 Changed From: 1066 VAUGHN CREST DR To: 326 WELCH RD	
	Principal City Changed From: FRANKLIN To: NASHVILLE	
	Principal Postal Code Changed From: 37069-7211 To: 37211-3710	
	Registered Agent First Name Changed From: CHRISTINE To: ANNE	
	Registered Agent Last Name Changed From: LAWRENCE To: STEWART	
08/09/2014	Dissolution/Revocation - Administrative	A0257-1214
	Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
	Inactive Date Changed From: No Value To: 08/09/2014	
06/03/2014	Notice of Determination	A0241-2383
04/01/2013	2012 Annual Report	7184-2841

224

Tennessee Secretary of State

Tre Hargett

Annual Report

000541226: MOLLY, LLC

Principal Address	Mailing Address	Registered Agent	LLC Managers	Officers	Confirmation	Signature	Payment

Our records indicate that you are not eligible to submit an annual report at this time. Possible problems include:

- The business entity has a status which is not eligible for reinstatement.
- The window for submitting an annual report opens on the first day of the month following the fiscal year close month of record and ends on the 15th day of the eighth month following the fiscal year close month of record.
- Currently we are not able to process online annual reports containing principal office addresses or principal office mailing addresses in foreign countries.
- The Secretary of State Control Number you entered does not match our records.

Please try your search again or direct any questions to Business Services at (615) 741-2286 or TNSOS.CORPINFO@tn.gov.

Secretary of State Control Number: 000541226

Name: MOLLY, LLC

Type: Limited Liability Company

Formed in: TENNESSEE

Principal Office Address: 326 WELCH RD
NASHVILLE, TN 37211-3710 USA

Annual Report Due Date: 4/1/2017 **Status:** Active

The Annual Report cannot be filed until the final month of the Fiscal Year for this entity. (Cannot file before 12/01)

Continue | Cancel

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286
8:00 a.m. until 4:30 p.m. (Central) Monday - Friday.
Directions | State Holidays | Methods of Payment

Business Filings and Information (615) 741-2286 | TNSOS.CORPINFO@tn.gov

Certified Copies and Certificate of Existence (615) 741-6488 | TNSOS.CERT@tn.gov

Motor Vehicle Temporary Liens (615) 741-0529 | TNSOS.MVTL@tn.gov

Notary Commissions (615) 741-3699 | TNSOS.ATS@tn.gov

Uniform Commercial Code (UCC) (615) 741-3276 | TNSOS.UCC@tn.gov

Workers' Compensation Exemption Registrations (615) 741-0526 | TNSOS.WCER@tn.gov

Apostilles & Authentications (615) 741-0536 | TNSOS.ATS@tn.gov

Section C: Contribution to the orderly development of Health Care, item 5

Policy Description:	Number:
PHYSICIAN MANAGEMENT	**02.011**

PURPOSE:

The purpose of this policy is to provide Agency guidelines on physician management.

PHYSICIAN MANAGEMENT:

The following policies/procedures describe the responsibilities of physicians managing the medical care of the Agency's patients and the responsibilities of the Agency to assist in the provision of medical care.

Frequency of Physician/Patient Contact:

The physician shall see the patient for office visits as the patient's condition warrants or as the physician deems necessary, according to the patient's condition. Physician/patient contact will also occur in the event of an emergency that necessitates the patient being taken to the emergency room or physician's office. The Agency staff will notify the patient's physician for any changes in the patient's condition that might warrant changes in the patient's plan of care. Admitting professionals will inform patients at time of admission and on-going of their responsibility to notify Agency staff and/or physician of any changes in conditions that might warrant patient/physician contact.

Physician Provision of Patient Information to Staff:

The patient's physician will provide complete and accurate information about the patient to Agency staff by providing accurate referral information by telephone or in writing; submission of plan of care orders and recertification orders, if appropriate; supplemental orders; telephone care conferences; lab results, if performed by physician; and any other information relevant to the patient's care (i.e., unusual home environment, changes in condition, history, physical, etc.). The physician will communicate such information to Agency staff by telephone, fax machine, in writing, in person, etc. in a clinical language that is understandable to the staff, with further clarification upon request.

Agency Provision of Patient Information to Physician:

The Agency staff will provide complete and accurate information about the patient to the physician by providing information about changes in patient's condition, psychosocial status, mental status, environmental status, physical status, etc. that may impact care delivery in the home setting and/or inability to achieve established plan of care goals. The Agency staff will communicate with the physician by telephone and/or in person and will submit plans of care and supplemental orders in writing for verification and signature. The physician will receive appropriate summary progress report(s) from the Agency about his/her patient. The physician will receive results of lab tests, etc. that are performed on behalf of the Agency, under the physician's order. The staff will communicate such information to the physician by telephone, fax machine, in writing, in person, etc. in a clinical language that is understandable by the physician, with further clarification upon request.

Physician and Staff Availability:

The patient's physician and/or the physician's designated on-call coverage physician(s) will be available to staff 24 hours/day, seven days/week. The physician will respond to Agency staff calls as soon as possible/feasible.

The Agency will have an LPN and/or RN available to the physician 24 hours/day, seven days/week. The LPN and/or RN will respond to the physician calls as soon as possible/feasible. There will always be an RN available when the LPN is the primary on-call nurse.

Policy Description:	Number:
PHYSICIAN MANAGEMENT	**02.011**

Orders:

The physician will provide signed plan of care orders and supplemental orders according to Agency policy.

Continuity of Care:

The physician will designate the hospital to be used in the event of an emergency. (Note: The hospital to be used is typically the hospital at which the physician has admitting privileges and/or is agreeable with the patient.)

In the event that the physician is not available to staff, the physician will have another physician designated in his office and/or through his answering service that is available to staff. Physician's office and/or answering service should always know and convey to staff who the alternate physician is.

Any physician referral to other organizations or specialty physician that affects the care provided by the Agency will be communicated to the staff by the physician.

Clinical Updates:

Agency staff will provide written clinical updates to the patient's physician at least every 60 days by means of a summary written progress report. Verbal and/or other written reports will be provided to the physician as the patient's condition warrants.

Confidentiality of Communication:

All communication between the patient's physician and Agency staff will be kept confidential per Agency policy.

Policy Description:	Number:
STAFF QUALIFICATIONS	**02.006**

PURPOSE:

The purpose of this policy is to establish the minimum acceptable staff qualifications for Agency positions.

STAFF QUALIFICATIONS:

Registered Nurse:

The Agency shall employ registered professional nurses who:

- Hold a CURRENT license to practice professional nursing in the state where services are provided.
- Prefer a minimum of one (1) year of work experience as a professional nurse

Licensed Practical Nurse:

The Agency shall employ licensed practical nurses who:

- Hold a CURRENT license to practice practical nursing in the state where services are provided.
- Prefer a minimum of one (1) year of work experience as a practical nurse

Physical Therapist:

The Agency shall employ physical therapists who:

- Hold a CURRENT license to practice physical therapy in the state where services are provided.
- Prefer a minimum of one (1) year work experience as a physical therapist

Physical Therapist Assistant:

The Agency shall employ physical therapy assistants who:

- Hold a CURRENT license and/or certification as a physical therapy assistant in the state where services are provided.
- Prefer a minimum of one (1) year of work experience as a physical therapy assistant

Social Worker:

The Agency shall employ social workers who:

- Have a Masters degree from a school accredited by the Council on Social Work Education.
- Hold a CURRENT license and/or certificate as a medical social worker in the state where services are provided.
- Have one (1) year of social work experience in a health care setting.

Social Work Assistant:

The Agency shall employ social work assistants who:

- Have a Baccalaureate degree in social work, psychology, sociology, or other field related to social work.

- Have one (1) year social work experience in a health care setting or has two (2) years of appropriate experience as a social work assistant, and has achieved a satisfactory grade on a proficiency examination conducted, approved, or sponsored by the U.S. Public Health Services, except that these determinations of proficiency do not apply with respect to persons initially licensed by a state or seeking initial qualifications as a social work assistant after December 31, 1997.

Speech Pathologist/Audiologist:

The Agency shall employ Speech Pathologists/Audiologists who:

- Hold a CURRENT license and/or certification to practice Speech Pathology/Audiology in the state where services are provided.
- Prefer a minimum of one (1) year work experience as a Speech Pathologist/Audiologist.

Occupational Therapist:

The Agency shall employ occupational therapists who:

- Hold a CURRENT license and/or certification as an occupational therapist in the state where services are provided.
- Prefer a minimum of one (1) year of work experience as an occupational therapist.

Occupational Therapy Assistant:

- Hold a CURRENT license and/or certification as an occupational therapy assistant in the state where services are provided.
- Prefer a minimum of one (1) year of work experience as an occupational therapy assistant.

Home Health Aide:

The Agency shall employ only home health aides who:

- Have reading and writing skills necessary to the performance of their job.
- Have the ability to carry out directions.
- Have the maturity and ability to deal effectively with the demands of the job.
- Have completed a basic aide training program and possess a certificate of course completion -- the number of required hours of training shall be in accordance with Medicare conditions of participation and/or the State Licensure Laws, whichever is more stringent.

Requirements for Medicare Home Health:

Have documented evidence of a total of 75 hours of training; at least 16 hours of classroom training must be completed prior to 16 hours of supervised practical training. The training content must be in accordance with the Conditions of Participation. Successfully complete a competency evaluation.

Requirements for the State of Tennessee:

Complete a minimum of 60 hours of instruction, including 16 hours of classroom instruction, prior to or during the first three months of employment.

Policy Description:	*Number:*
STAFF QUALIFICATIONS	**02.006**

CNT/CNA:

The Agency shall employ companions and/or sitters who:

- Have reading and writing skills necessary to the performance of their job.
- Have the ability to carry out directions.
- Have the maturity and ability to deal effectively with the demands of the job.
- Have completed a basic aide training program and who have been found competent by the State to furnish those services by means of certification.

Policy Description:	*Number:*
PERSONNEL RECORDS	**02.007**

PURPOSE:

The purpose of this policy is to establish guidance in regards to Agency's personnel records.

PERSONNEL RECORDS:

Personnel records shall be maintained on all employees. These records will be kept in a locked file and safeguarded from unauthorized use. Personnel records should contain the following as applicable:

Employee File:

- Application and/or Resume
- Personal/Employment References (2)
- Copy of W-4 and I-9 Forms (VA-4 form as applicable)
- Copy of Social Security Card
- Copy of Driver's License
- Licensure/Certification/Competency (as applicable)
- Verification of Professional Licensure/Certifications (as applicable)
- Statement of Criminal History/Abuse Registry
- CPR Certification (as applicable)
- Auto Insurance Verification
- Agency Insurance Enrollment/Waiver Form
- Signed Job Description
- Signed Orientation Checklist (as applicable)
- Safety Rules Form
- Statement of Confidentiality/HIPPA
- Corporate Compliance Form
- Verification for Review of Agency Policies
- Uniform and CareAll Bag Agreement
- Bag/Equipment Loan Agreement
- Supply Policy Form
- Contract (as applicable)
- Pre-Employment Exams/Competency Evaluations/Proficiency and Skills Assessments (as applicable)
- Performance Evaluations/Commendations/Disciplinary Actions
- In-Service Records and Continuing Education (as applicable)
- Acknowledgement of Per Visit Compensation (as applicable)

- Payroll Agreement

Health File:

- Completed Medical/Physical Questionnaire or Exam
- TB Skin Test or Chest X-Ray Result (as applicable)
- Hepatitis B Vaccination/Declination Form
- Consent for Drug Test
- Lab Test Results

Personnel records shall be maintained for five years after termination of employment. Medical records of employees with occupational exposure shall be retained for the duration of employment plus thirty (30) years. Records are protected from damage and unauthorized use. Applications for employment of persons not employed by the Agency will be maintained on file for three (3) months. These applications will be kept in the Agency's individual office where the application was made. It shall be the Agency's policy to reply to written requests for information on former employees, providing the Agency has written authorization from the employee to do so. Dates of employment will be the only information verified by the office where the employee worked. All requests for references or any other information on employees may be obtained only through requests to the Corporate Office.

Policy Description:	*Number:*
STAFF SUPERVISION	**02.012**

PURPOSE:

The purpose of this policy is to establish the Agency's guidelines on supervision of staff, supplemental employees and/or contractor(s).

STAFF SUPERVISION:

The Agency shall retain all rights and responsibilities for the administration and control of services provided to all patients by its staff, supplemental employees and/or contractor(s). In no instances shall the administrative or supervisory responsibilities be delegated to another Agency. The supervision of services provided by contracts shall be in accordance with the provisions specified in the signed agreements. All services provided through contract shall be monitored and controlled by the Agency.

The Agency shall provide access to qualified consultation in the event the professional and/or supervisor do not have appropriate clinical training and experience for a clinical specialty area. The supervisor shall be responsible for coordinating appropriate training. This training shall be provided by a qualified individual with education and experience in the clinical specialty area.

All services provided by the Agency are appropriately supervised and evaluated. The supervisor or a designated qualified alternate is available on the premises or by telecommunications at all times to provide on-going supervision.

Skilled Nursing Services:

All skilled nursing services offered by the Agency shall be provided by a qualified registered and/or licensed practical nurse.

The supervisor shall make an on-site supervisory visit on a random basis and/or as deemed necessary to observe and evaluate the nurses performance, patient care, coordination of services, organization and time management, documentation and other aspects of their performance as indicated. In addition, the Agency shall verify the competency level of professional nurses prior to providing high-tech procedures requiring specialized training. When indicated, the professional nurse shall attend specific high-tech procedural in-services.

All patients receiving services provided primarily by the licensed practical nurse shall be supervised by a registered nurse at least every 60 days by a visit to the patient's home. The registered nurse shall be responsible for the overall coordination of the plan of care.

Therapy Services (Physical and Occupational Therapy):

All therapy services offered by the Agency shall be provided by a qualified therapist or by a qualified therapy assistant.

The supervisor shall make an on-site visit on a random basis and/or as deemed necessary. Patients receiving services provided by the therapy assistant shall be supervised by a registered therapist at least every month by a visit to the patient's home.

For patients receiving physical therapy services longer than 60 days, the licensed physical therapist shall inspect the actual act of therapy services rendered at least every 60 days.

Policy Description:	Number:
STAFF SUPERVISION	**02.012**

Speech Therapy Services:

All speech therapy services offered by the Agency shall be provided by a qualified speech therapist.

The supervisor shall make an on-site supervisory visit on a random basis and/or as deemed necessary to observe and evaluate the individual's performance.

Social Services:

All social services offered by the Agency shall be provided by a qualified social worker or by a qualified social work assistant, per applicable state regulations.

The supervisor shall make an on-site visit with each social worker and/or social work assistant to observe and evaluate the social worker's performance on a random basis and/or as deemed necessary.

All social work assistant services will be under the general supervision of a Masters level social worker. The social worker shall do a case review, on a monthly basis, of all patients seen by the social work assistant.

Personal Care Services:

All personal care services offered by the Agency shall be provided by an appropriately trained, certified, and/or competent home health aide under the direction of the registered nurse. The registered nurse shall make a random on-site visit with each home health aide to observe and evaluate the individual's performance annually and/or as deemed necessary.

When the patient is receiving Medicare skilled nursing, physical, speech or occupational therapy, a registered nurse must make a supervisory visit to the patient's residence at least once every 14 days, either when the aide is present to observe and assist, or when the aide is absent, to assess relationships and determine whether goals are being met. When only physical, speech, or occupational therapy is furnished in addition to the aide services, a skilled therapist may make the supervisory visits in place of a registered nurse.

A registered nurse will make a supervisory visit to all other clients receiving skilled nursing and/or special discipline(s) care in conjunction with aide services at least monthly. For patients requiring aide services only, a registered nurse will make an on-site supervisory visit at least once every 60 days.

The supervisory visit may be made either when the aide is present to observe the aide in the performance of their duties or when the aide is absent to determine the relationship with the client, whether care is being given according to the schedule and whether the goals are being met. In addition to visits by the registered nurse, visits by the therapist may be made to supervise the aide in their performance of therapy related duties.

In regard to aide supervisory visits, the supervising nurse or therapist shall complete an aide supervisory note for each supervisory visit made indicating whether the aide was present or absent. If skilled care was provided during the visit the professional will complete a progress note and document the supervisory evaluation of the aide.

Performance Evaluations:

Staff appraisal is provided on a daily basis through record reviews, individual or group discussions with staff and in-home observations. In addition, a formal performance evaluation shall be completed at the end of the introductory period and annually thereafter.

Policy Description:	*Number:*
ASSIGNMENTS AND STAFFING	**02.013**

PURPOSE:

The purpose of this policy is to establish the Agency's guidelines on assignments and staffing.

ASSIGNMENTS AND STAFFING:

Assignments:

The Administrator's assignments are decided upon by the Board of Directors. The management staff receives assignments from the Administrator (or appointed delegate). The administrative-clerical personnel receive assignments from management. Professional staff, contracted staff and home health aide staff assignments are reviewed and approved by the director/manager.

Patient care assignments are made with consideration of the patient population served and patient care needs and in accordance with staff's skill level. Race, creed, color, ancestry, national origin, sex, sexual preference, age, handicap or veteran status of staff or patients will not be considered when making staff assignments. Whenever possible, an attempt will be made to maintain consistency of personnel assigned to patients.

Staffing:

The Agency ensures the availability of sufficient staff by routinely reviewing the staff to patient ratios. Full-time staff is assisted by supplemental personnel to accommodate fluctuating caseloads.

A current list of active personnel shall be maintained by the Agency which contains the name and position of all persons employed by the Agency.

A current list of active patients shall be maintained by the Agency which contains the patient's name and other pertinent information.

In the case of visiting staff, scheduling of visits will be the responsibility of the director/manager or designated staff.

Professional Services:

Upon receipt of a referral, the director/manager, or designated staff, will assign the patient to the admitting professional based on the knowledge, training and expertise of the staff and the needs of the patient.

Upon completion of the initial assessment the case shall be assigned to the visiting professional(s) assigned to the geographic area.

It will be the responsibility of the director/manager, or designated staff, to determine whether the case load requirements of each employee require adjustment or reassignment of cases.

The director/manager, or designated staff, will make the appropriate staff assignment(s).

Schedules shall be maintained for all visiting staff for one (1) calendar year.

Personal Care Services:

Upon receipt of an aide assignment the director/manager, or designated staff, shall review the care requirements of the patient.

The person responsible for scheduling shall complete the appropriate schedule weekly.

Policy Description:	*Number:*
ASSIGNMENTS AND STAFFING	**02.013**

The aide receives his/her schedule on at least a weekly basis. Each staff member should maintain regular contact with the office.

The director/manager, or designated staff, shall be responsible for arranging for the services according to the appropriate plan of care.

If an individual encounters difficulties in providing care/services or the patient/caregiver is unhappy about the time of the service, the individual is to contact the director/manager, or designated staff.

The director/manager, or designated staff, shall review and approve changes to the schedule.

Policy Description:	*Number:*
REFERRAL AND PRE-CERTIFICATION	**03.001**

PURPOSE:

The purpose of this policy is to outline the Agency's referral and pre-certification process.

REFERRAL AND PRE-CERTIFICATION:

New patient referrals may be accepted by a licensed nurse or therapist. If a licensed nurse or therapist is not immediately available a clerical staff member may obtain pertinent information and arrange for the licensed nurse or therapist to verify referral information with the referral source. Referrals may be accepted from physicians, physician's offices, patients, patient's caregivers, or other allied health personnel. Referrals may be accepted by telephone, in person, by mail or by facsimile machine. The director/manager and/or Administrator shall oversee appropriate admission staff assignments based on the population and needs of patients served and the knowledge, training, and experience of staff members.

The Agency will have procedures for the receipt, processing, and evaluation of persons referred for service. A log of all persons referred for service will be maintained. Persons rejected will be noted along with the reason for rejection. Persons residing outside of the service area or in need of services not provided by the Agency will be assisted in contacting the appropriate resources.

Upon acceptance of a referral, pre-certification and/or verification of eligibility will be performed by the management company and an assessment evaluation by a registered nurse or appropriate therapist will be made to determine that the care can be adequately and safely performed at home, to assess the patient care needs, and to ensure that the patient meets the admission criteria. The pre-certification and/or verification of eligibility shall be completed by the management company within 24 hours of the receipt of the referral. The assessment evaluation shall occur within 48 hours of receipt of the referral or within 48 hours of the patient's return home unless otherwise ordered by the physician. Should a referral be made for services such as physical, occupational and/or speech therapy and/or social services) then their initial evaluation shall occur within five to seven business days. When rehabilitation therapy service (physical therapy or speech therapy) is the only service ordered by the physician, the initial assessment evaluation visit may be made by the appropriate rehabilitation skilled professional within 48 hours as defined above.

PROCEDURE:

1. Upon receipt of a referral the following will occur:
   - Complete a Referral form.
   - Contact the physician to obtain approval to visit, verify information, medical orders, etc., for referrals not received directly from the physician.
   - Verify that the physician is licensed according to state/federal regulations.
   - Determine if the patient has been a previous patient of the Agency.
   - Complete a pre-certification form and submit to the management company.
   - Verify that admission criteria are met.
   - Verify insurance information on the referral form with findings on the pre-certification form and obtain approval for visits if required.

- Obtain assignment of a medical record number.

2. If unable to accept referral, enter referral on non-admit log along with reason for non-admission.
3. The clerical staff will complete a non-admit report and forward copies to the Administrator.

Policy Description:	*Number:*
INTRODUCTION	**04.001**

INTRODUCTION:

The Agency is a multi-disciplined home health service. To fulfill the home health's stated mission of providing quality care to all our patients/clients in the most cost effective manner, the Board of Directors have put into action a Quality Assessment and Performance Improvement Plan for the home care providers.

The agency's Board of Directors and other Administrative leaders shall set expectations, develop plans and implement on-going systematic and objective procedures to evaluate, measure, assess and improve the performance of the organization's governance, management, clinical and support processes.

The agency's leaders shall set priorities to guide the agency in its performance improvement activities that are designed to improve the quality of patient care, resolve identified problems, assess and improve new or existing processes. A necessary precursor to the agency's Board of Directors and leaders shall individually and jointly develop and participate in mechanisms to foster communications among individuals and among components of the organization, and too coordinate all internal activities. The leaders shall also assure that staff are trained in assessing and improving the process that contribute to improved patient/client outcomes.

In efforts to meet the expectations of Quality Assessment and Performance Improvement the agency's leaders shall:

- Allocate resources for monitoring, assessment and improvement of the agency's governance, managerial, clinical and support processes.
- Encourage personnel to participate in Quality Assessment and Performance Improvement activities.
- Provide adequate time for personnel to participate in Quality Assessment Performance Improvement activities.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PLAN	**04.002**

PURPOSE:

1. To describe the Agency's QAPI program.
2. To ensure a planned, systematic approach for QAPI activities.
3. To define expectations for QAPI activities.
4. To coordinate QAPI activities

PERFORMANCE IMPROVEMENT PLAN:

The agency maintains an established QAPI program through a written plan. The program is continuously being created, reviewed, evaluated and reported to meet agency goals.

PROCEDURE:

The Agency's QAPI program is implemented and evaluated on an on-going basis according to a written plan which includes a description of it's:

1. Mission Statement
2. Philosophy
3. Definition
4. Purpose and Scope
5. Goals
6. Objective
7. Role
8. Communication Activities reported by:
    a. Administrator to Board of Directors
    b. QAPI personnel to Administrator
    c. QAPI Committee Members to personnel and/or Administrator.
    d. Directors, QAPI personnel and/or Administrator to all Agency Staff.
9. Statement of Confidentiality
10. Annual QAPI Program Evaluation
11. QAPI Committee
12. Continuous QAPI studies include, but not limited to:
    a. Outcome and Process Measure quality review
    b. HHCAHPS analysis
    c. OASIS Transmission Error Report analysis
    d. OASIS Data Entry Audit

e. OASIS Data Quality Audit

f. Clinical Audit visit

g. Agency Patient Characteristic Report analysis

h. Potentially Avoidable Event analysis

i. Clinical Record documentation audit

j. Infection Surveillance Report

k. Occurrence Report analysis

l. Grievance/Complaint Report analysis

m. Policy and Procedure review

n. Evaluation of Training/Education process

o. State Survey Report

p. Compliance Survey Report

q. Annual Agency Evaluation/Joint Annual Report (JAR)

13. Documentation methods for QAPI activities may include but not limited to:

a. QAPI annual calendar

b. QAPI committee meeting minutes

c. QAPI Study summaries

d. Annual Evaluation of the QAPI Plan summary

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT MISSION STATEMENT	**04.003**

PURPOSE:

The QAPI program of the Agency carefully follows the Federal, State and Board of Directors guidelines for the provision of quality care to agency patients in the most cost-effective manner.

MISSION STATEMENT:

The program is continuously being created, reviewed, evaluated and reported to meet our goals for providing an array of home health services at competitive prices to our patients in their place of residence, for the purpose of promoting, restoring and/or maintaining health and maximizing the chances of remaining at home. Additionally, every effort will be made to improve services, maintain a professional relationship with our customers, vendors and government agencies and provide technological advancement to improve our reputation in the home health care community.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PHILOSOPHY	**04.004**

PURPOSE:

1. To adopt the appropriate philosophical approach to providing top quality home health services.
2. To ensure every patient receives quality home health care.

QAPI PHILOSOPHY:

QAPI activities are guided by the overall philosophy and mission statement of the Agency.

PROCEDURE:

1. The adoption of the appropriate philosophical approach to providing top quality home health care services is based on the following basic assumptions:
    a. Each patient has the right to receive quality care.
    b. Each patient desires and has the right to the type and level of care that will promote the patient's maximum value of life by maximizing potential level of independence, minimizing potential negative illness and disability outcomes, and by promoting, restoring, and maintaining patient health
2. The recognition of our desire to provide high quality, appropriate, cost-effective care to all patients based on the following basic assumptions:
    a. The agency provides health care education for the patient, the patient's family and the community.
    b. The agency serves as a resource for the patient, the patient's family and the community.
    c. The agency advises the patient's family regarding community support services as needed.
    d. The agency involves the patient and/or their family in the patient's plan of care.
    e. The agency is committed to the development and implementation, on an on-going basis, of a performance improvement program as we continue our efforts to promote the best service possible.
    f. On-going and comprehensive performance improvement activities are designed to objectively and systematically monitor and evaluate the quality and appropriateness of patient care.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT DEFINITION	**04.005**

PURPOSE:

The purpose of this policy is to provide the agency's definition of the performance improvement program.

QAPI DEFINITION:

The performance improvement program is an on-going, comprehensive program designed to objectively and systematically monitor and evaluate the quality and appropriateness of patient care as perceived by patients and their caregivers as meeting their needs. It is a means of identifying actual and potential problem areas and providing the means to resolve the problems and pursue opportunities to improve all aspects of patient care and services.

What is quality care?

Patients/clients view quality care as:

- Responsiveness to needs.
- Communication, concern and courtesy.
- Services provided as agreed upon.
- Functional improvement, system relief and remaining at home

Physicians view quality care as:

- Freedom to act in the full interest of the patient.
- Ability to practice profession according to professional standards.
- Feeling of helpfulness and usefulness.

Third party payers view quality care as:

- Effective use of available funds.
- Appropriate use of resources.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PURPOSE - SCOPE	**04.006**

QAPI PURPOSE - SCOPE:

The role of the Governing Body is to issue the authority for the performance improvement programs.

Important functions include:

Organizational, which include:

- Rights, Responsibilities and Ethics
- Assessment
- Care, Treatment and Service
- Education
- Continuum of Care
- Leadership
- Management of Information
- Management of Human Resources
- Management of Environment
- Surveillance, Prevention and Control of Infection

Measurement and assessment of the important function may be assessed at some point in relation to dimension of performance that includes:

- Efficiency
- Appropriateness
- Availability
- Timeliness
- Effectiveness
- Continuity
- Safety
- Respect and Caring

Clients/customers include patients, referral source, physicians, discharge planners, agency leaders, agency staff and regulatory agencies.

Responsibility:

The Board of Directors of the agency is ultimately responsible for the quality of care delivered. The Administrator and the QAPI personnel are responsible for the overall supervision of the QAPI program. The Administrator delineates responsibility of the program activities to the Director of Patient Care Services.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT GOALS	**04.007**

PURPOSE:

1. To ensure the focus on reducing patient related problems, complaints and occurrences.
2. To ensure the program is consistent with the agency's philosophy, mission statement and goals.

QAPI GOALS:

The Agency is guided by the goals of the QAPI program.

GOALS:

- Improved patient/client satisfaction.
- Improved patient/client care.
- Improved job satisfaction.
- Improved educational programs.
- Improved orientation programs.
- Improved clinical performance.
- Improved application of the nursing process.
- Improved infection control.
- Improved safety/risk management.
- Improved policies and procedures.
- Decreased occurrences and complaints
- Meet the conditions of participation for Medicare.
- Improvement in outcomes
- Decrease potentially avoidable events

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT OBJECTIVES	**04.008**

PURPOSE:

To improve high quality home health care and to reduce or eliminate risk and hazards within the patient's environment.

QAPI OBJECTIVES:

- Evaluating/or designing policies and procedures which will meet patient/client and agency needs, through the establishment of committees/teams, specifically selected for their knowledge, experience and desire to promote quality products which will improve patient care.
- Administering and coordinating the agency's QAPI program which is designed to ensure QAPI and certain risk management's activities.
- Identifying opportunities to improve patient care using on-going collection and/or screening and evaluating information about important aspects of patient care.
- Tracking identified problems to ensure improvement or resolution.
- Developing and implementing effective QAPI mechanisms such as monitoring and evaluation committees, occurrence reporting, trending and patient/physician questionnaires
- Documenting the findings, conclusions, recommendations, actions taken and results of actions taken.
- Overseeing the effectiveness of the program and detection of trends, patterns of performance or potential problems that may affect patient/client care.
- Improving communication among staff when problems or opportunities arise to improve patient/client care.
- Identifying at least annually the scope, organization and effectiveness of the QAPI program.
- Identifying the need for revision in patient care services, policies and procedures.
- Achieve a high level of client/customer satisfaction.
- Design and assess new processes.
- Measure the level of performance and stability of important existing processes and identify areas for improvement.
- Determine whether changes improved the processes.
- Assess the dimension of performance relevant to functions, processes and outcomes.
- Meet regulatory standards.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT ROLE	**04.009**

PURPOSE:

The QAPI personnel has direct and unimpeded access to Senior Management and to the Board of Directors.

QAPI ROLE:

A. Reviews the scope of care and percentages of compliance, interprets findings, evaluates and recommends corrective action and re-evaluates as necessary.

B. Plans and coordinates agency QAPI activities.

C. May conduct QAPI studies as indicated.

D. Establishes QAPI priorities.

E. Assist agency committees in monitoring and evaluating activities.

F. May develop annual calendar for QAPI activities.

G. Develops and/or provides workshops/in-services when indicated.

H. Advises and consults with the Administrator on QAPI issues.

I. Assist in the annual evaluation of the effectiveness of the QAPI program.

J. Will attend as necessary QAPI activities and committee meetings.

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT COMMUNICATION	**04.010**

PURPOSE:

1. To ensure a planned, systematic approach for QAPI activities.
2. To coordinate QAPI activities.
3. To define expectations for QAPI activities.

PERFORMANCE IMPROVEMENT COMMUNICATION:

The agency maintains an established communications plan for the QAPI program.

PROCEDURE:

1. The QAPI activities are reported directly to the Director, Administrator and Board of Directors.
2. The QAPI findings of the program will be communicated through established channels in the organization, depending in the nature of the topic.
3. The QAPI personnel will prepare reports which include the monitoring and evaluation activities, problem solving activities, recommendations, actions and follow-up.
4. The Administrator and/or the designee will disseminate information to the staff which includes conclusions, recommendations and activities in a timely, confidential manner.
5. Communication may be through, but not limited to:
    a. Committee meetings and/or minutes
    b. Annual evaluation of QAPI activities
    c. Board of Directors minutes

Policy Description:	*Number:*
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT CONFIDENTIALITY	**04.011**

PURPOSE:

1. To ensure adherence to confidentiality standards.
2. To ensure respect of patient rights.

QAPI CONFIDENTIALITY:

The Performance Improvement program will maintain strict adherence to patient/staff confidentiality.

All data utilized or generated by QAPI is protected from discovery as specified in the Tennessee code annotated sec. 63-623-1975, this means the reports, minutes and other data are designated as confidential by Tennessee state law; and all committee members, board members and executive management having access to the data are responsible for protecting the confidentiality of the material.

Access to QAPI information will be limited to the Administrator, Director, QAPI personnel and the Board of Directors

Policy Description:	*Number:*
EVALUATION OF QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT	**04.012**

PURPOSE:

To ensure the agency's QAPI program is reviewed, revised and approved annually by the Board of Directors, Administrator and designated QAPI personnel.

EVALUATION OF PERFORMANCE IMPROVEMENT:

The QAPI is written and maintained in order to implement the written QAPI plan.

PROCEDURE:

The following individuals will evaluate the program annually:

1. Board of Directors
2. Administrator
3. Designated QAPI personnel

The evaluation will assess:

1. The program effectiveness.
2. Whether identified problems were resolved and patient care improved.
3. The evaluation will include recommendations for improvement.
4. Coordination of other services/committees.

Policy Description:	*Number:*
QUALITY ASSESSMENT PERFORMANCE IMPROVEMENT COMMITTEE	**04.013**

PURPOSE:

The purpose of this policy is to identify the potential members of the QAPI committee and tasks performed.

PERFORMANCE IMPROVEMENT COMMITTEE:

Members may be multi-disciplinary including the Administrator, QAPI personnel, the Directors of Patient Care Services, therapy personnel, nursing personnel, home health aide, medical social worker, office administration and billing personnel.

This committee will be able to make suggestions and recommendations regarding the problem selection, the plan of action, the monitoring and evaluation process, as well as identifying members of the team.

The QAPI Committee may set the date/time for the QAPI to report findings of progress, solutions/or alternate solutions to the committee and governing body

Policy Description:	*Number:*
OUTCOME AND PROCESS QUALITY REVIEW	**04.014**

PURPOSE:

To utilize the outcome-based quality improvement (OBQI), process-based quality improvement (PBQI), and publically reported outcomes and process measures to assist in building the Quality Assessment and Performance Improvement (QAPI) program.

QBQI-OUTCOME BASED QUALITY IMPROVEMENT:

A. **Outcome Analysis** – Collecting and analyzing outcome reports by accessing the reports through the CASPER reporting system on the 34 risk-adjusted outcome measures. Compare the agency's outcome measures to that of the reference sample and to its outcome measures from the prior year. These reports will be accessed quarterly (January, April, July and October). The most recent reports will be for time periods ending about two months prior to the date of the request. The twenty-two (22) home health compare outcome measure reports will be analyzed to review the performance of other agencies in the area, as well as comparisons between the State and National percentiles in each outcome quarterly.

B. **Outcome Enhancement** – Investigating the outcome reports by determining the outcomes for which the agency did not achieve State/National percentiles. Target Outcomes will be identified and an in-depth investigation including clinician interviews, clinical record review, and interpretation of the Patient Tally Report. From the investigation, a Plan of Action will be developed and implemented annually. The Plan of Action will be reevaluated annually.

PBQI-PROCESS BASED QUALITY IMPROVEMENT

A. **Process Measure Analysis** – Collect and analyze the forty seven (47) process measures obtained from the CASPER reporting system and the thirteen (13) process measures for public reporting from the Home Health compare website. These reports will be analyzed for:

1. Elements of care under the agencies control.
2. The use of specific evidence-based practices.
3. The impact of best care practices on patient outcomes.
4. For use in agency level performance improvement activities.
5. For use in public reporting to assist consumers in across agency comparisons.
6. For potential use in future quality-based purchase systems.
7. For promotion of improvement in patient care across settings.

Compare these process measures with other agencies in the area as well as comparisons between the State and National averages in each process measure quarterly.

B. **Process Measure Enhancement** – Investigate the process measures by determining the process measures for which the agency did not achieve State and National percentiles. Target Process measures will be identified and an in-depth investigation including clinician interviews, clinical record reviews and interpretation of the Patient Tally Report. From the investigation a Plan of Action will be developed and implemented annually. The Plan of Action will be reevaluated annually.

Policy Description:	*Number:*
HHCAHPS ANALYSIS	**04.015**

PURPOSE:

To utilize the Home Health Consumer Assessment of Healthcare Providers and Systems (HHCAHPS) survey reports to assist in building a QAPI program.

HHCAHPS SURVERY REPORTS:

A. **HHCAHPS Analysis** – Review and analyze the HHCAHPS survey reports to include the thirty-three (33) item Quarterly summary report obtained through the vender website. Compare the question percentiles from the current quarter to past quarter percentiles. Review and analyze the HHCAHPS report card for the current quarter for (all branches) and (per branch). Compare the current quarter's global items and composite measure percentiles with the previous quarter's percentiles. Review and analyze the HHCAHPS from the home health compare website. Compare the agency percentiles with the State and National percentiles. Specific patient surveys can be utilized to analyze exceptional as well as poor percentage scores. These reports can be accessed through the vender website

B. **HHCAHPS Enhancement** – Through this quarterly report analysis, exceptional as well as deficient areas of patient satisfaction will be identified. A plan of action will be developed, implemented, and reviewed annually to initiate improvement in deficient areas of patient satisfaction. The analysis of exceptional areas of patient satisfaction can be used to develop the plan of action to correct deficiencies in patient satisfaction.

Policy Description:	*Number:*
OASIS TRANSMISSION ERROR REPORT	**04.016**

PURPOSE:

To utilize the OASIS Transmission Error Report to assist in building a QAPI program.

OASIS TRANSMISSION ERROR REPORT:

A. **Report Analysis** – This report will be accessed from the CASPER reporting system quarterly for analysis. The current quarter percentiles on each error recorded will be compared to the percentiles from the previous quarter percentiles for decreases, increases and presence of the error.

B. **Report Enhancement** – Any error that was not present in the last quarterly report will be investigated. Any error percentile that is greater than or less than the previous quarter's report will be investigated. Any error percentile over 20% will be investigated and a plan of action developed and implemented to initiate improvement in the error percentage.

Policy Description:	*Number:*
OASIS DATA ENTRY AUDIT	**04.017**

PURPOSE:

To utilize the OASIS data entry audit is to verify accuracy of OASIS data entered in the HAVEN System. The OASIS data entry audit will be performed on an on-going basis by the OASIS review staff.

OASIS Data Entry Audit:

The OASIS will be reviewed on an ongoing basis by the OASIS review staff in the EMR system.

OASIS Data Entry Audit:

The OASIS Audit Staff review the response of each OASIS item. If discrepancies are found that cannot be explained by other documentation in the medical record, the staff member who completes the clinical form containing OASIS data items will be contacted to determine if the discrepancies were real of ir an error was made in recording OASIS data. If data quality problems exist, the problems will be corrected. If clinical documentation must be amended then it should be done according to the EMR/OASIS correction policy # 03.044. Once the audit staff has completed the review and corrections are completed then the Director/Administrator will designate the OASIS assessment as complete. The assessment is then locked and awaiting export. The designated management staff will then create the file and upload the OASIS file to the State. If corrections need to be made after the OASIS is submitted to the state then refer to policy # 03.044 for the proper procedure.

Policy Description:	*Number:*
OASIS DATA QUALITY AUDIT	**04.018**

PURPOSE:

The purpose of performing OASIS data quality audits is to verify accuracy of OASIS data items as compared to other related patient information. The audit will be performed ongoing by the QA Analyst staff.

OASIS Data Quality Audit:

Selection Process:

All medical records will be reviewed on an on-going basis by the QA Analyst staff in the EMR system.

Overview of Procedure (Includes Correction Policy):

For new admissions, review the start of care (SOC) OASIS data items as compared to other admission documentation along with documentation from two to three subsequent visit notes (if they occur in the first week after admission). If nursing and therapy complete comprehensive assessments within the same week, the documentation should be compared. Reviews should evaluate whether any discrepancies between the SOC OASIS assessment and other documentation are sufficiently significant to indicate a data quality problem.

The record for discharged patients should be reviewed in the same manner by the outcome quality review analyst. All discharge OASIS data items should be compared to other discharge information along with documentation from the previous two to three visit notes (if those notes occur within the same wee of discharge). If there are significant discrepancies in the documentation regarding the patient, a potential data quality problem exists.

If significant discrepancies are identified that cannot be explained by other documentation in the medical record, the staff member who completed the assessment containing OASIS data items should be contacted to determine if the discrepancies were real or if an error was made in recording OASIS data. If data quality problems exist, the discrepancies need to be corrected. If clinical documentation must be amended, it should be performed according to the EMR correction policy # 03.044.

Policy Description:	*Number:*
OASIS CLINICAL AUDIT VISIT	**04.019**

PURPOSE:

The purpose of the OASIS clinical audit visit is to verify accuracy of OASIS assessment data (i.e., evaluate assessment methodology and assessment skills of clinical staff).

OASIS CLINICAL AUDIT VISIT:

SELECTION PROCESS:

Each Director of Patient Care Services may select one patient per quarter (ensuring that a variety of patients and care providers are represented). These audit visits should occur with the admission comprehensive assessment visit.

OVERVIEW OF PROCEDURE:

The Director of Patient Care Services may accompany the staff member on a start of care visit and while the clinical staff member conducts his/her assessment and completes the start of care paperwork, the Director will do the same. They should not discuss their conclusions to the OASIS data items between themselves during the visit. The Director will forward the audit information to the Administrator. The Administrator or designee then compares each OASIS data item completed by the clinical staff member to the OASIS data items completed by the Director for consistency. The Administrator should discuss any discrepancies found with the care providers to determine the reasons for any discrepancies and to ensure that they fully understand the OASIS items. The report of this audit should be provided to the QAPI department.

Policy Description:	*Number:*
OASIS CLINICAL AUDIT VISIT	**04.019**

REPORT OF OASIS CLINICAL AUDIT VISIT

AUDITOR: _____

CLINICAL STAFF MEMBER: _____

PATIENT INITIALS: _____ MEDICAL RECORD NUMBER: _____

NUMBER OF OASIS DATA ITEMS WHERE ANSWERS WERE DIFFERENT: _____

PROVIDE A SUMMARY OF FINDINGS AND FOLLOW-UP ACTIVITIES:

Policy Description:	*Number:*
AGENCY PATIENT-RELATED CHARACTERISTIC REPORT (APRCR)	**04.020**

PURPOSE:

The purpose of this policy is to establish guidelines on evaluation and analysis of the Agency Patient-Related Characteristic Report.

MONITORING THE APRCR:

Step I: Review the APRCR

Review the APRCR for your agency and identify how the characteristic of your agency compares with the national reference sample. The Case APRCR report refers to the characteristics of the patients for which a home health agency provides care. Initially it is recommended that you select a report period of one year to provide statistically valid comparisons between your agency and the reference sample.

Step II: Complete the APRCR Form

Begin by filling in your agency name, review period, and number of cases from your individual report. The Patient Case Mix Profile at Start/Resumption of Care Analysis Form contains each **category** of case mix data preprinted in column one. Using the report for your agency, list each item of statistically **significant differences** as identified by 1 or 2 * in column 2. As you list the items, indicate if they are lower than reference mean or higher than reference mean. For data on your report not identified by 1 or 2 *, you do not have to enter anything in column 2 or 3. Proceed to enter an **explanation** of each of these differences in column three. You may have other data that helps to explain these differences; however, it is not necessary to attach or retain this information in order to complete this report. The person completing the report should sign, date, and retain the report in the agency annual evaluation files.

Step III: Use of the Case Mix Report Data

The **APRCR** date is very helpful and can have several uses in an agency It is very important to share this information with the clinical staff to show the validity of collecting OASIS Data. The characteristics found in the report may affect many areas of an agency including:

- Provision of direct patient care
- Policy development or revisions
- Pathway development or disease management approaches
- Development of patient education materials
- Revisions in care planning
- Decision regarding staffing
- Planning for education programs
- Budget development

Policy Description:	*Number:*
AGENCY PATIENT-RELATED CHARACTERISTIC REPORT (APRCR)	**04.020**

Agency:	**Review Period:**	**# of Cases:**

Category	List Statistically Significant Differences (identified by 1 or 2*)	Explanation (All Statistically Significant Differences should be Evaluated)
Demographics		
Payment Source		
Current Residence		
Current Living Situation		
Assisting Persons		
Primary Caregiver		
Primary Caregiver Assistance		

Inpatient D/C within 14 days of SOC/ROC		
Med Regimen Change within 14 Days of SOC/ROC		
Prognosis		
ADL Disabilities at SOC/ROC		
ADL Status prior to SOC/ROC		
IADL Disabilities at SOC/ROC		
IADL Status prior to SOC/ROC		

Respiratory Status		
Therapies Received at Home		
Sensory Status		
Pain		
Neuro/Emotional/ Behavioral Status		
Integumentary Status		
Elimination Status		
Acute Conditions		

Chronic Conditions		
Home Care Diagnoses		
Length of Stay		

Signature of Reviewer: _____ Date: _____

Policy Description:	*Number:*
AGENCY PATIENT-RELATED CHARACTERISTIC REPORT (APRCR)	**04.020**

Agency: My Home Health	**Review Period: 10/00-12/00**	**# of Cases: 287**

Category	List Statistically Significant Differences (identified by 1 or 2*)	Explanation (All Statistically Significant Differences should be Evaluated)
Demographics	Age lower than reference mean. Race reflects more blacks, less whites and other.	Age: younger patient case mix reflects high level of non-Medicare patients. Race: reflects geographical racial mix.
Payment Source	Any Medicare lower than mean. Any Medicaid higher than mean. Any HMO higher than mean. Medicare HMO lower than mean. Any third party higher than mean.	Low Medicare average reflects agency participation in multiple managed care contracts. High Medicaid average reflects preferred provider status of state managed care program and affiliation to public hospital. Any HMO average high due to state managed care program Administering Medicaid funds. Low Medicare HMO due to low program penetration into geographical area. Third party average high due to affiliation with public hospital that serves as a regional trauma center.
Current Residence		
Current Living Situation	Paid help lower than mean.	This low average reflects the lower income status of this agency's inner city and rural patient base.
Assisting Persons	Person residing in home higher than mean. Person residing outside of home lower than mean. Paid help lower than mean.	These averages reflect the younger age of the patient base more likely to be still residing in own home with spouse and possible lower overall income of high Medicaid population.
Primary Caregiver	Spouse/Significant Other higher than mean. Daughter/Son lower than mean. Paid help lower than mean. No one person lower than mean.	Same as above.
Primary Caregiver Assistance	Frequency of assistance higher than mean.	Reflects acute status of patient base.
Inpatient D/C within 14 days of SOC/ROC		

Med Regimen Change within 14 Days of SOC/ROC	Medical regimen change lower than mean.	Possibly due to longer length of stays in institutions prior to admission to home health.
Prognosis	Moderate Recovery Prognosis is higher than the mean. Good rehab potential higher than the mean.	
ADL Disabilities at SOC/ROC		
ADL Status prior to SOC/ROC		
IADL Disabilities at SOC/ROC	Management of oral medication lower than mean.	Could reflect the admission of fewer chronic patients meaning patients on new meds would require more teaching on management of oral meds.
IADL Status prior to IADL Status prior to SOC/ROC		
Respiratory Status		
Therapies Received at Home		
Sensory Status	Vision impairment lower than mean. Hearing impairment lower than mean. Speech/language lower than mean.	Possibly reflects acute changes at time of admission since general patient population is younger than national average.
Pain	Pain interferes with activity higher than mean.	Possibly reflects higher level of admissions for patients with fractures and wounds.
Neuro/Emotional/ Behavioral Status	Moderate Cognitive disability lower than mean. Severe confusion disability lower than mean.	Possibly reflects younger patient base.
Integumentary Status	Stasis ulcers higher than mean. Surgical wounds higher than mean.	Reflects agency's affiliation with regional trauma center and regional wound care center.
Elimination Status	Bowel incontinence lower than mean.	Possibly reflects younger patient base.
Acute Conditions	Cardia/Peripheral vascular lower than mean.	Possibly reflects younger patient base.

Chronic Conditions	Urinary incontinence/catheter lower that mean. Dependence in med admin lower than mean. Chronic pain lower than mean. Cognitive/mental behavior lower than mean.	Possibly reflects younger patient base and that agency does not have a psychiatric nursing division.
Home Care Diagnoses	Musculosketetal system disease lower than mean. Fractures higher than mean. Iatrogenic conditions higher than mean.	Possibly reflects younger age of patient base, affiliation with regional trauma unit and wound care center.
Length of Stay		

Signature of Reviewer: _____ Date: _____

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

PURPOSE:

The purpose of this policy is to establish guidelines on investigation of the 12 Potentially Avoidable Event Report.

MONITORING POTENTIALLY AVOIDABLE EVENT OUTCOMES:

Step I: Review Potentially Avoidable Event Outcome Report

Review the Potentially Avoidable Event Report quarterly and identify outcomes that were statistically significant (designated as * or **) and those in which the agency did not perform as well as the reference sample. Initiate the **Potentially Avoidable Event Analysis** by entering the name of the agency, review period, number of cases reviewed. Summarize the findings by listing the outcomes were statistically significant (if any), outcomes for which the agency did not perform as well as the reference sample, and any areas in which the agency had no potentially avoidable events.

Step II: Prioritize Potentially Avoidable Event Monitoring

All potentially avoidable event outcomes must be monitored unless no potentially avoidable event outcomes occurred for a particular category. Prioritize potentially avoidable outcomes by ordering items beginning with those outcomes that have the most clinical significance for the agency and the highest incidence as compared with the reference sample. One possible approach for prioritization is to arrange the potentially avoidable event outcomes in the following order

- Outcomes that were statistically significant and in which the agency did not perform as well as the reference sample
- Outcomes that were not statistically significant but in which the agency did not perform as well as the reference sample
- Outcomes that were statistically significant and in which the agency performed better than the reference sample
- Outcomes that were not statistically significant but in which the agency performed better than the reference sample

Although negative and statistically significant outcomes have the highest priority, all potentially avoidable event outcomes must be prioritized for monitoring

Step III: Investigate Potentially Avoidable Event Outcomes

Using the **Clinical Record Review: Potentially Avoidable Event Outcome** monitoring forms, document clinical record findings for each of the patients listed in the report unless more than 30 cases are listed. If more than 30 cases are listed, a sample size of 20 is sufficient. The monitoring forms are formatted to allow for documentation of 2 record reviews on one form. Monitoring for each outcome is divided into 5 sections:

- **Identifiers:** Document the patient's Medical Record Number, specific date range/portion of episode of care for monitoring, and age (in applicable). Monitoring tools for selected outcomes include comparison of OASIS item responses to assist in identification of problems regarding validity of the date.

- **Clinical Documentation Supporting Validity of Response to OASIS item(s):** Document the OASIS response or presence of other clinical findings that support responses to OASIS items. Responses will assist in identifying potential problems with the data integrity of selected OASIS items.
- **Appropriateness of Care Provision:** Evaluation of the effectiveness of the care provided is the primary purpose for the monitoring activity. Enter objective responses for each indicator.
- **Comments:** Additional subjective findings may be entered under "Comments". This section is not required.
- **Recommendations for Improvement:** If any of the indicators listed under "Appropriateness of Care Provision" are not met, the reviewer must list at least one recommendation for improvement.

Step III: Compile Results of the Clinical Record Review

On the ***Potentially Avoidable Event Outcome Analysis*** form, enter the following information for each outcome. Once the results are transferred to the *Potentially Avoidable Event Outcome Analysis* form.

- Number of records that were reviewed
- Number of records in which the care was provided as appropriate (if "N" is listed for any indicator, care was not provided as appropriate)
- The percentage of compliance with the care provision indicators
- Date range in which records were reviewed
- List of clinicians participating in Clinical Record Review
- List of possible recommendations for improvement

Step IV: Develop Improvement Plan

On the ***Potentially Avoidable Event Outcome Improvement Plan,*** document action for improvement. The improvement plan must contain the following items:

- **Statement of Problem:** Define the problem in terms of patient care delivery
- **Statement of Problem:** Define the problem in terms of patient care delivery.
- **List of Statement of Problem:** Record new clinical practices planned for implementation.
- **Delineation of Implementation Process:** Specify implementation steps, person(s) responsible, and target dates.
- **Mechanism for Monitoring New Care Practices:** Identify how revised practices will be monitored.

Step V: Evaluate Improvement Plan

The effectiveness of the improvement plan is evaluated by examining the potentially avoidable event outcome report for the next quarter. Space is provided on the ***Potentially Avoidable Event Outcome Improvement Plan*** to document the results of actions taken.

Policy Description:	*Number:*
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

POTENTIALLY AVOIDABLE EVENT OUTCOME ANALYSIS

Agency:	Review Period:	Number of Cases:
Statistically Significant Outcomes:		
Comparison of Outcomes with Reference Sample:		
Areas in which there were no Potentially Avoidable Event Outcomes:		
Prioritization of Potentially Avoidable Event Outcome Monitoring:		
1.		
2		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Policy Description:	*Number:*
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

POTENTIALLY AVOIDABLE EVENT OUTCOME ANALYSIS

Potentially Avoidable Event Outcome		# Records with Appropriate Care	# Records Reviewed	# Records with Care Indicator = NA	%	Recommendations for Improvement
#1	Emergent Care: Injury caused by fall or accident at home					
#2	Emergent Care: Wound infection, deteriorating wound status					
#3	Emergent Care: Improper medication administration, medication side effects					
#4	Emergent Care: Hypoglycemia/ Hyperglycemia					
#5	Development of UTI					
#6	Increase in number of pressure ulcers					
#7	Substantial decline in 3 or more ADL's					
#8	Substantial decline in management of oral medications					
#9	Unexpected nursing home admission					
#10	Discharge to community needing wound care or medication assistance					
#11	Discharge to community needing toileting assistance					
#12	Discharge to community with behavioral problems					
#13	Unexpected death					
DATES OF RECORD REVIEW:		CLINICIANS PARTICIPATING IN RECORD REVIEW:				

Policy Description:	*Number:*
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

POTENTIALLY AVOIDABLE EVENT OUTCOME IMPROVEMENT PLAN

Agency:	Review Period:
Statement of Problem(s):	
List of New Practices:	
Implementation Plan:	

Action	Person(s) Responsible	Target Date

Mechanism for Monitoring New Care Practices:
Evaluation of Improvement Plan:

Clinical Record Review: Potentially Avoidable Event Outcome
Emergent Care for Injury Caused by Fall or Accident at Home (#1)

Definition: The patient received emergency care after SOC/ROC and the emergent care reason was "injury caused by fall or accident at home"

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /		Discharge/Transfer Date:	/ /	
Age: 75 or greater			Age: 75 or greater		

Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)		Recommendations for Improvement:	Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)		Recommendations for Improvement:
SOC/ROC: Patient had impaired vision **M1200**			SOC/ROC: Patient had impaired vision **M1200**		
SOC/ROC: Patient unable to safely transfer independently or with minimal assist **M1850**			SOC/ROC: Patient unable to safely transfer independently or with minimal assist **M1850**		
SOC/ROC: Patient unable to safely ambulate with or without device or assistance **M1860**			SOC/ROC: Patient unable to safely ambulate with or without device or assistance **M1860**		
SOC/ROC: Cognitive deficits present			SOC/ROC: Cognitive deficits present		
Patient had history of falls prior to or after SOC/ROC			Patient had history of falls prior to or after SOC/ROC		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
POC and provision of care addressed structural, safety, or sanitation hazards (i.e. patient education, referral to PT, OT, SW)			POC and provision of care addressed structural, safety, or sanitation hazards (i.e. patient education, referral to PT, OT, SW)		
Patient education includes fall precautions, if indicated			Patient education includes fall precautions, if indicated		
If emergent care due to a fall witnessed by home care clinician, appropriate clinical actions documented			If emergent care due to a fall witnessed by home care clinician, appropriate clinical actions documented		

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Emergent Care for Wound Infection, Deteriorating Wound Status (#2)

Definition: The patient received emergency care after SOC/ROC and the emergent care reason was "wound infection, deteriorating wound status, new lesion/ulcer"

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /		Discharge/Transfer Date:	/ /	
Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)		**Recommendations for Improvement:**	**Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)**		**Recommendations for Improvement:**
SOC/ROC: Patient had Skin Lesion or Open Wound **M1350**			SOC/ROC: Patient had Skin Lesion or Open Wound **M1350**		
SOC/ROC: Patient incontinent of urine/bowel **M1610/M1615/M1620**			SOC/ROC: Patient incontinent of urine/bowel **M1610/M1615/M1620**		
New Lesion/Wound identified prior to emergent care			New Lesion/Wound identified prior to emergent care		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Wound care/skin care teaching provided as indicated			Wound care/skin care teaching provided as indicated		
Wound care performed as prescribed			Wound care performed as prescribed		
MD notified of factors affecting skin integrity (i.e. changes in mobility or nutrition/hydration, incontinence), if indicated			MD notified of factors affecting skin integrity (i.e. changes in mobility or nutrition/hydration, incontinence), if indicated		
MD notified of ineffectiveness of wound care Order, if indicated			MD notified of ineffectiveness of wound care Order, if indicated		
Deterioration of wound identified by and emergent care the result of actions by home care clinician			Deterioration of wound identified by and emergent care the result of actions by home care clinician		
New lesion/wound identified by and emergent care the result of actions by home care clinician			New lesion/wound identified by and emergent care the result of actions by home care clinician		

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Emergent Care for Improper Medication Administration, Medication Side Effects (#3)

Definition: The patient received emergency care after SOC/ROC and the emergent care reason was "improper medication administration, medication side effects, toxicity, anaphylaxis"

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /		Discharge/Transfer Date:	/ /	

Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)		Recommendations for Improvement:	Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)		Recommendations for Improvement:
SOC/ROC: Patient had impaired vision **M1200**			SOC/ROC: Patient had impaired vision **M1200**		
SOC/ROC: Patient had memory deficit **M1740**			SOC/ROC: Patient had memory deficit **M1740**		
SOC/ROC: Patient unable to safely prepare and take oral or injectable medications **M2020/M2030**			SOC/ROC: Patient unable to safely prepare and take oral or injectable medications **M2020/M2030**		
New medications prescribed within 30 days of emergent care			New medications prescribed within 30 days of emergent care		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Medication monitoring performed as indicated			Medication monitoring performed as indicated		
No evidence of untoward medication response at last skilled visit			No evidence of untoward medication response at last skilled visit		
Medication teaching provided as indicated			Medication teaching provided as indicated		
MD notified of medication non-compliance or untoward medication response if indicated			MD notified of medication non-compliance or untoward medication response if indicated		
Medications administered by clinician as prescribed			Medications administered by clinician as prescribed		
Medication problem identified by and emergent care clinician			Medication problem identified by and emergent care clinician		
Appropriate clinical response by home care clinician if present immediately prior to emergent care			Appropriate clinical response by home care clinician if present immediately prior to emergent care		

Clinical Record Review: Potentially Avoidable Event Outcome
Emergent Care for Hypo/Hyperglycemia (#4)

Definition: The patient received emergency care after SOC/ROC and the emergent care reason was "hypoglycemia/hyperglycemia, diabetes out of control"

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	

Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)	
SOC/ROC: Severity index for diagnosis of diabetes ± 2 **M1020/M1022**	
SOC/ROC: Diagnoses are present that could contribute to unstable glucose **M1020/M1022**	
SOC/ROC: Patient had impaired vision **M1200**	
SOC/ROC: Patient had memory deficit **M1740**	
SOC/ROC: Patient unable to safely prepare and take oral or injectable medications **M2020/M2030**	
Appropriateness of Care Provision	
Glucose monitoring performed as indicated	
No evidence of unstable glucose levels at last skilled visit	
Diabetes education provided as indicated	
MD notified of unstable blood glucose levels	
POC and provision of care identified and addressed problems with management of diabetes	
Unstable glucose levels identified by and emergent care result of actions by home care clinician	
Appropriate clinical response by home care clinician if present immediately prior to emergent care	

Recommendations for Improvement:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	

Clinical Documentation Supporting Validity of Emergent Care Reason (M2300/M2310)	
SOC/ROC: Severity index for diagnosis of diabetes ± 2 **M1020/M1022**	
SOC/ROC: Diagnoses are present that could contribute to unstable glucose **M1020/M1022**	
SOC/ROC: Patient had impaired vision **M1200**	
SOC/ROC: Patient had memory deficit **M1740**	
SOC/ROC: Patient unable to safely prepare and take oral or injectable medications **M2020/M2030**	
Appropriateness of Care Provision	
Glucose monitoring performed as indicated	
No evidence of unstable glucose levels at last skilled visit	
Diabetes education provided as indicated	
MD notified of unstable blood glucose levels	
POC and provision of care identified and addressed problems with management of diabetes	
Unstable glucose levels identified by and emergent care result of actions by home care clinician	
Appropriate clinical response by home care clinician if present immediately prior to emergent care	

Recommendations for Improvement:

Clinical Record Review: Potentially Avoidable Event Outcome
Development of Urinary Tract Infection (#5)

Definition: The patient had not been treated for a urinary tract infection in the 14 days prior to SOC/ROC but had been treated for a urinary tract infection in the 14 days prior to discharge

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /		Discharge/Transfer Date:	/ /	
Clinical Documentation Supporting Validity of Urinary Tract Infection in Past 14 Days M1600		**Recommendations for Improvement:**	**Clinical Documentation Supporting Validity of Urinary Tract Infection in Past 14 Days M1600**		**Recommendations for Improvement:**
Patient had prior history of urinary tract infection (UTI)			Patient had prior history of urinary tract infection (UTI)		
SOC/ROC: Urinary catheter present **M1610**			SOC/ROC: Urinary catheter present **M1610**		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
If urinary catheter present, catheter care provided as indicated			If urinary catheter present, catheter care provided as indicated		
No evidence of UTI at last skilled visit			No evidence of UTI at last skilled visit		
Patient/caregiver education regarding care of urinary catheter provided as indicated			Patient/caregiver education regarding care of urinary catheter provided as indicated		
Signs/symptoms of UTI identified by home care clinician			Signs/symptoms of UTI identified by home care clinician		
MD notified of signs/symptoms of UTI			MD notified of signs/symptoms of UTI		

Clinical Record Review: Potentially Avoidable Event Outcome
Increase in Number of Pressure Ulcers (#6)

Definition: The patient had a greater number of pressure ulcers at discharge than he/she had at SOC/ROC

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
M0450 Number Pressure Ulcers: SOC/ROC versus DC (Enter # of ulcers for each stage at each time point)	Stage 1: / Stage 2: / Stage 3: / Stage 4: /	

Clinical Documentation Supporting Validity of Number of Pressure Ulcers (M1308)		Recommendations for Improvement:
Terminal condition or progressive degenerative disease present at SOC/ROC		
SOC/ROC: Patient incontinent of urine/bowel **M1610/M1615/M1620**		
SOC/ROC: Patient was chair fast or bedfast **M1860**		
OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision		
Wound care performed as indicated		
Patient/caregiver education regarding wound/skin care provided as indicated		
MD notified of factors affecting skin integrity (i.e. changes in mobility or nutrition/hydration, incontinence) if indicated		
Increase in number of pressure ulcers identified by home care clinician		
MD notified of increased number of pressure ulcers prior to patient discharge		
Status of most problematic pressure ulcer was partial or full granulation at discharge **M0464**		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
M0450 Number Pressure Ulcers: SOC/ROC versus DC (Enter # of ulcers for each stage at each time point)	Stage 1: / Stage 2: / Stage 3: / Stage 4: /	

Clinical Documentation Supporting Validity of Number of Pressure Ulcers (M1308)		Recommendations for Improvement:
Terminal condition or progressive degenerative disease present at SOC/ROC		
SOC/ROC: Patient incontinent of urine/bowel **M1610/M1615/M1620**		
SOC/ROC: Patient was chair fast or bedfast **M1860**		
OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision		
Wound care performed as indicated		
Patient/caregiver education regarding wound/skin care provided as indicated		
MD notified of factors affecting skin integrity (i.e. changes in mobility or nutrition/hydration, incontinence) if indicated		
Increase in number of pressure ulcers identified by home care clinician		
MD notified of increased number of pressure ulcers prior to patient discharge		
Status of most problematic pressure ulcer was partial or full granulation at discharge **M0464**		

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Substantial Decline in 3 or More Acitivities of Daily Living (#7)

Definition: Between SOC/ROC and discharge, the scale level for persons who are not terminal increased (indicating worsening) by at least 2 points in 3 or more of the ADL categories (grooming, Toileting, bathing, transferring, ambulation/locomotion). Patients who could not have declines by 2 or more points in ADLs are excluded

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
ADL Status: SOC/ROC versus D/C		
M1800 Grooming		
M1830 Bathing		
M1840 Toileting		
M1850 Transferring		
M1860 Ambulation		

Clinical Documentation Supporting Validity of ADL Status M1800/M1830/M1840/M1850/M1860		Recommendations for Improvement:
Terminal condition or progressive degenerative disease present at SOC/ROC		
Patient dependent in living skills prior to SOC/ROC		
OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision		
MD notified of progressive decline in ADL status		
MD notified of patient non-compliance with rehabilitative POC		
POC and care provision addressed progressive decline in ADL status		
Patient/Caregiver informed of availability of community resources and appropriate referrals were made at D/C, if indicated		
Assistance with personal care provided by caregiver at D/C		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
ADL Status: SOC/ROC versus D/C		
M1800 Grooming		
M1830 Bathing		
M1840 Toileting		
M1850 Transferring		
M1860 Ambulation		

Clinical Documentation Supporting Validity of ADL Status M1800/M1830/M1840/M1850/M1860		Recommendations for Improvement:
Terminal condition or progressive degenerative disease present at SOC/ROC		
Patient dependent in living skills prior to SOC/ROC		
OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision		
MD notified of progressive decline in ADL status		
MD notified of patient non-compliance with rehabilitative POC		
POC and care provision addressed progressive decline in ADL status		
Patient/Caregiver informed of availability of community resources and appropriate referrals were made at D/C, if indicated		
Assistance with personal care provided by caregiver at D/C		

Clinical Record Review: Potentially Avoidable Event Outcome
Substantial Decline in Management of Oral Medications (#8)

Definition: The patient was <u>able</u> to prepare and take <u>all</u> oral medications reliably and safely at SOC/ROC but was <u>unable</u> to do so at discharge.

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:		
M2020 Management of oral medications: SOC/ROC versus D/C	/	

Clinical Documentation Supporting Validity of Management of Oral Medications (M2020)	
SOC/ROC: Progressive degenerative disease or terminal condition present	
D/C: Patient had impaired vision (M1200)	
D/C: Patient had memory deficit (M1740)	
New Medications prescribed within 30 days of discharge	
OASIS assessments completed by different staff/disciplines	
Appropriateness of Care Provision	
Medication teaching, including preparations and administration, provided as indicated	
POC/care provision addressed patient's inability to self-administer oral medications	
If planned discharge, discharge planning included actions for preparation and/or administration of oral medications after D/C	
MD notified of patient's inability to self-administer oral medications prior to planned discharge	
Oral medication administration performed by caregiver at D/C	

Recommendations for Improvement:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:		
M2020 Management of oral medications: SOC/ROC versus D/C	/	

Clinical Documentation Supporting Validity of Management of Oral Medications (M2020)	
SOC/ROC: Progressive degenerative disease or terminal condition present	
D/C: Patient had impaired vision (M1200)	
D/C: Patient had memory deficit (M1740)	
New Medications prescribed within 30 days of discharge	
OASIS assessments completed by different staff/disciplines	
Appropriateness of Care Provision	
Medication teaching, including preparations and administration, provided as indicated	
POC/care provision addressed patient's inability to self-administer oral medications	
If planned discharge, discharge planning included actions for preparation and/or administration of oral medications after D/C	
MD notified of patient's inability to self-administer oral medications prior to planned discharge	
Oral medication administration performed by caregiver at D/C	

Recommendations for Improvement:

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Discharged to Community Needing Wound Care or Medication Assistance (#9)

Definition: Patient was discharged to community without paid or resident assistance, while confused or non-responsive, while unable to take medications without assistance, or with a Stage 3 or 4 pressure ulcer or a non-healing surgical wound.

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), When Confused (M1710), Management of Oral Medications (M2020), Stage of Most Problematic Pressure Ulcer (M1324) and Surgical Wound (M1342)		Recommendations for Improvement:
SOC/ROC: Patient had a Stage 3 or 4 pressure ulcer (M1308)		
SOC/ROC: Assistance required with oral medications (M2020)		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated medication administration or wound care as indicated		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient's confusion, medications, or wounds after discharge		
MD notified of patient cognitive status, inability to self-administer medications, or wound care status prior to D/C		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), When Confused (M1710), Management of Oral Medications (M2020), Stage of Most Problematic Pressure Ulcer (M1324) and Surgical Wound (M1342)		Recommendations for Improvement:
SOC/ROC: Patient had a Stage 3 or 4 pressure ulcer (M1308)		
SOC/ROC: Assistance required with oral medications (M2020)		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated medication administration or wound care as indicated		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient's confusion, medications, or wounds after discharge		
MD notified of patient cognitive status, inability to self-administer medications, or wound care status prior to D/C		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Discharged to Community Needing Toileting Assistance (#10)

Definition: Patient was discharged to community without paid or resident assistance, while chairfast/bedfast and totally dependent in toileting.

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), Assisting Person (M2100), Ambulation/Locomotion (M1860) and Toileting (M1840)		Recommendations for Improvement:
SOC/ROC: Patient received assistance from family, friends or neighbors **(M2100)**		
SOC/ROC: Patient was totally dependent in toileting **(M1840)**		
SOC/ROC: Patient was chairfast/bedfast **(M1860)**		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of personal care		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
MD notified of patient inability to care for self relative to toileting prior to DC		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), Assisting Person (M2100), Ambulation/Locomotion (M1860) and Toileting (M1840)		Recommendations for Improvement:
SOC/ROC: Patient received assistance from family, friends or neighbors **(M2100)**		
SOC/ROC: Patient was totally dependent in toileting **(M1840)**		
SOC/ROC: Patient was chairfast/bedfast **(M1860)**		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of personal care		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
MD notified of patient inability to care for self relative to toileting prior to DC		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Clinical Record Review: Potentially Avoidable Event Outcome
Discharged to Community with Behavioral Problems (#11)

Definition: Patient was discharged to community without paid or resident assistance, while having demonstrated at least 2 behavioral problems.

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	Reviewer:

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), Assisting Person (M2100), and Behaviors Demonstrated (M1740)		Recommendations for Improvement:
SOC/ROC: Patient received assistance from family, friends, or neighbors **(M2100)**		
SOC/ROC: Patient demonstrated at least one behavioral problem **(M1740)**		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of care for patient with behavioral problem		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
Patient referred for psychiatric nursing services if indicated		
MD notified of patient's behavioral problems prior to D/C		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420), Assisting Person (M2100), and Behaviors Demonstrated (M1740)		Recommendations for Improvement:
SOC/ROC: Patient received assistance from family, friends, or neighbors **(M2100)**		
SOC/ROC: Patient demonstrated at least one behavioral problem **(M1740)**		
Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of care for patient with behavioral problem		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
Patient referred for psychiatric nursing services if indicated		
MD notified of patient's behavioral problems prior to D/C		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Policy Description:	Number:
POTENTIALLY AVOIDABLE EVENT OUTCOMES	**04.021**

Clinical Record Review: Potentially Avoidable Event Outcome
Discharged to Community with an Unhealed Stage II Pressure Ulcer (#12)

Definition: Patient was discharged to community with and unhealed Stage II Pressure Ulcer

Instructions: Enter "Y" (yes) or "N" (No) for each indicator. Enter "N/A" if indicator is not applicable. "Comments" section may be used to document additional findings. Possible actions to improve care provision should be documented in the section "Recommendations for Improvement" if response to one or more indicators is "N".

Review Date:	**Reviewer:**

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420) with an unhealed Stage II Pressure Ulcer		**Recommendations for Improvement:**
SOC/ROC: Did patient have at least one unhealed stage II pressure ulcer **(M1306)**		
SOC/ROC: Current # of unhealed stage II pressure ulcers **(M1308)**		
Clinical documentation confirms patient was discharged to home **(M2420)**		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of care for patient with unhealed stage II pressure ulcer		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
MD notified of patient's unhealed stage II pressure ulcers prior to discharge		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Identifiers		Comments
Medical Record #:		
SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /	
Age: 75 or greater		

Clinical Documentation Supporting Validity of Discharge Disposition (M2420) with an unhealed Stage II Pressure Ulcer		**Recommendations for Improvement:**
SOC/ROC: Did patient have at least one unhealed stage II pressure ulcer **(M1306)**		
SOC/ROC: Current # of unhealed stage II pressure ulcers **(M1308)**		
Clinical documentation confirms patient was discharged to home **(M2420)**		
Appropriateness of Care Provision		
Caregiver taught and successfully demonstrated provision of care for patient with unhealed stage II pressure ulcer		
If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
MD notified of patient's unhealed stage II pressure ulcers prior to discharge		
Patient/caregiver informed of availability of community resources and appropriate referrals were made as indicated		

Policy Description:	Number:
QUARTERLY CLINICAL RECORD REVIEW	**04.022**

PURPOSE:

At least quarterly, the QAPI staff, representing at least the scope of the program, reviews a sample of both active and closed clinical records for Home Health and Private Duty to determine whether established polices are followed in furnishing services directly or under arrangement.

PROCEDURE:

The QA analyst staff will review 5% of the discharged patient records and 5% of the active patient closed episodes for the quarter. The 10% record count will be based on closed episodes both discharged and active for the previous quarter. The discharge record review will be done on current discharge records throughout the reporting quarter. The active record review will be performed on closed episodes from the previous quarter. For example, discharge records reviewed for the third quarter will be records from discharges in the third quarter. Active records reviewed for the third quarter will be closed episodes of active patients from the second quarter.

The clinical records will be evaluated for all services provided by Home Health and Private Duty for consistency with professional practice standards for HHA's and the HHA's policies and procedures, compliance with the plan of care, the appropriateness, adequacy, and effectiveness of the services offered, and evaluations of anticipated patient outcomes. Evaluations will be based on specific record review criteria that are consistent with the HHA's admission policies and other HHA specific patient care policies and procedures. *See attached audit tool that will be used to perform the quarterly review.*

At the end of the quarter, when the clinical record reviews are completed, a summary report will be generated to identify patterns and/or problems. *See attached summary report templet.* This summary report will be provided to the Administrator for review by the multidisciplinary QAPI committee, including those professionals representing the scope of services provided in that quarter. Any review item below 90% would require the committee to submit a plan of correction with time frames for implementation, who will be responsible for implementation, and when another evaluation review will be done.

Policy Description:	Number:
QUARTERLY CLINICAL RECORD REVIEW	**04.022**

CAREALL HOME HEALTH CHART AUDIT TOOL

Patient name/MR #: ___Date: Auditor name: Mary E Foley RN_Date:

Audit Items	Yes	No	N/A	Comments
Patient File Cover/Face Sheet: Priority Code Present				
Plan of Care (485) 1. Plan of care signed and dated by MD within 30 days				
2. Diagnoses consistent with care ordered				
3. Frequency for all discipline's ordered				
4. Interventions appropriate to diagnoses				
5. Measurable goals for each discipline and DX (if applicable)				
Referral/F2F 1. Patient referral sheet complete 2. Referral signed and dated within 30 days				
3. Care initiated within 48 hours, or documentation to explain if not				
4. F2F encounter 90 days prior to SOC with documentation				
5. F2F encounter 30 days after SOC with documentation				

1

Audit Items	Yes	No	N/A	Comments
MD supplemental orders 1. Supplemental orders include disciplines, frequencies and duration, updated medications (if applicable), reason for change and additional supplies as appropriate				
2. Supplemental orders signed and dated by MD within 30 days				
Skilled Nursing Clinical Notes 1. Care provided per POC/485				
2. Orders written for visit frequencies/treatment *change*				
3. Homebound status supported on each visit note				
4. Appropriate intervention documented where applicable				
5. Progress toward measurable goals documented				
6. Skilled reasonable and necessary evident each note				
7. Appropriate MVR note(s) completed				
8. Evidence of coordination of care				
9. Wound care addendums completed where applicable with weekly wound measures noted				
10. All SN notes signed and dated				

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Audit Items	Yes	No	N/A	Comments
Medication Profile Sheet 1. Medication profile consistent with POC/485				
2. ALL patient identifying information completed				
3. Updated at least every 60 days, at ROC or SCIC if applicable				
PT/OT/ST Notes 1. Evaluation(s) done within 5 days or MD ordered date 2. Evaluation signed and dated by MD within 30 days				
3. Visit frequencies/duration consistent with MD orders				
4. Appropriate MVR note (s) completed				
5. Treatment/services provided consistent with MD orders and POC				
6. Notes reflect nursing/MD notification of patient complications or changes				
7. Notes reflect progress toward goals				
8. Assessment and evaluation performed by qualified therapist every 30 days with onsite at 60 days				
9. Qualified therapist visit 13 and 19th as applicable				

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Audit Items	Yes	No	N/A	Comments
PT/OT/ST Notes: 10. All notes signed and dated				
Home Health Aide Notes 1. Visit frequencies and duration consistent with MD order				
2. Notes consistent with care instructions per Aide care plan				
3. Notes reflect supervisor notification of patient complications or changes				
4. Supervisory visits at least every 14 days by RN or PT				
5. Aide care plan reflects notation of update at least every 60 days				
6. Appropriate MVR note (s) completed 7. Every note signed and dated				
MSW Notes 1. Evaluation done within 5 days or MD ordered date 2. Evaluation signed and dated by MD within 30 days				
3. Visit frequency and duration consistent with MD orders				
4. Appropriate MVR note (s) completed				
5. Treatment and services consistent with MD orders				

4

Audit Items	Yes	No	N/A	Comments
MSW Notes 6. Notes reflect progress toward goals				
7. Every note signed and dated				
Lab work results 1. Appropriate order for lab work				
2. Results on chart to support lab				
3. Documentation of lab procedure noted in SN				
4. Appropriate documented notification to MD/patient/CG of lab results				
Admission 1. Consent to treat signed and dated appropriately				
2. Back portion of consent to treat completed appropriately				
HHABN 1. Appropriate HHABN notification where applicable				
Team Conference 1. Team conference completed timely and completed appropriately and provided to the MD.				

5

Audit Items	Yes	No	N/A	
Discharge 1. Review notes for evidence of discharge planning				
2. Discharge summary completed				
3. All orders signed				
4. Evidence of appropriate HHABN and/or Medicare Notice of Non-Coverage				
Additional Comments:				

6

Policy Description:	Number:
QUARTERLY CLINICAL RECORD REVIEW	**04.022**

CAREALL HOME HEALTH CHART AUDIT TOOL/PRIVATE DUTY

Patient name/MR #: _____Office_____ Auditor name: _____Date:_____

Audit Items	Yes	No	N/A	Comments
Patient File Cover/Face Sheet: Priority Code Present				
Plan of Care (485) 1. Plan of care signed and dated by MD within 30 days				
2. Diagnoses consistent with care ordered				
3. Frequency for all discipline's ordered				
4. Interventions appropriate to diagnoses				
No 485 with CHOICES patients. Care Plan per discipline				
MD supplemental orders 1. Supplemental orders include disciplines, frequencies and duration, updated medications (if applicable) reason for change and additional supplies if appropriate				
2. Supplemental orders signed and dated by MD within 30 days.				

1

Audit Items	Yes	No	N/A	Comments
Skilled Nursing Clinical Notes				
1. Care provided per POC/485				
2. Orders written for visits frequencies and treatment *change*				
3. Appropriate intervention documented where applicable				
4. Appropriate MVR note(s) completed				
5. Wound Care addendums completed where applicable with weekly wound measurements noted				
6. SN documentation every hour where applicable				
7. All SN notes signed and dated				
Medication Profile Sheet 1. Medication profile sheet consistent with the POC/485				
2. All patient identifying information complete				
3. Updated at least every 60 days, at ROC or SCIC if applicable				

2

Policy Description:	Number:
QUARTERLY CLINICAL RECORD REVIEW	**04.022**

Audit Items	Yes	No	N/A	Comments
PT/OT/ST Notes 1. Evaluation (s) done within 5 days or MD ordered date 2. Evaluation signed and dated by MD within 30 days				
3. Visit frequency/duration consistent with MD orders				
4. Appropriate MVR note (s) completed				
5. Treatment/services provided consistent with MD orders and POC				
6. Notes reflect nursing/MD notification of patient complications or changes				
7. Notes reflect progress toward goals				
8. Assessment and evaluation performed by qualified therapist every 30 days with onsite every 60 days				
9. All notes signed and dated				
Home Health Aide Notes 1. Visit frequencies and duration consistent with MD orders				
2. Notes consistent with care instructions per AIDE care plan				

3

Audit Items	Yes	No	N/A	Comments
3. Notes reflect supervisor notification of patient complications or changes				
4. Supervisory visits at least 30 days (CHOICES does not require a nurse to perform supervisors)				
5. Aide care plan reflects notation of update at least every 60 days				
6. Appropriate MVR note (s) competed				
7. Documentation of hands on assistance every 2 hours				
Examples of hands on assistance: Incontinent care, assistance with setting up blood glucose machines, breathing treatments, medication reminders.				
Lab work results 1. Appropriate order for lab work				
2. Results on chart to support lab				
3. Documentation of lab procedure noted in SN				
4. Appropriate documented notification to MD/patient/caregiver of lab results				

4

Policy Description:	Number:
QUARTERLY CLINICAL RECORD REVIEW	**04.022**

Audit Items	Yes	No	N/A	
Admission 1. Consent to treat signed and dated appropriately				
2. Back up agreement present and signed appropriately				
3. Service agreement present and signed appropriately				
4. Assignment of benefits present				
Team Conference 1. Team conference completed timely and completed appropriately and provided to the MD				
Authorization (auth. week Sunday through Saturday) 1. Evidence of authorization for all disciplines				
2. Documentation of authorization and visit frequency consistency				
Discharge 1. Review notes for evidence of discharge planning on *skilled cases only*				
2. Discharge summary completed				
3. All orders signed				

5

Additional Comments

6

Section C: Contribution to the orderly Development of Health Care, item 6.

Policy Description:	Number:
Student Precepting Program	**02.015**

PURPOSE:

The purpose of this policy is to provide guidelines for clinical experience within the affiliate agency for students enrolled in professional programs.

PROGRAM GUIDELINES:

A clinical affiliation contract will be established between the institution the student is enrolled and that affiliate agency with the following terms and provisions.

1. Students are subject to applicable policies of the agency while enrolled in the clinical experience.
2. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees.
3. Health records and insurance statement that: The institution will provide health records of students on request of the agency (affiliate). The affiliate requires written evidence of professional liability insurance coverage from individual students participating in the experience. The minimum amount of coverage per individual shall be $2M/4M.
4. Background check statement: Background checks will be provided on each student by the institution the student is enrolled.
5. HIPPA compliance statement that: Each party will comply with the Health Insurance Portability and Accountability Act of 1996.
6. A statement that: The agreements do not provide for monetary compensation to either institution, the other party or any student.
7. A statement that: Each party will comply with all federal, state, and municipal laws, advice, rules and regulations which include statements that are applicable to the performance of this agreement.
8. The duration of the agreement should be at least one year with a provision to terminate the agreement upon giving a 30 day written notice to the other party.
9. A statement that: The affiliate may immediately remove from the facility any student who poses an immediate threat or danger.
10. A statement that the parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, Executive order 11, 246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

Specific responsibilities of the designated party:

1. Institution shall be responsible for the educational program of students assigned to the Agency, and for selections, evaluation, and assignment of students in accordance with agreed upon schedule.
2. Institution shall supply to the Agency in writing the names of students prior to their participation in the program at the Agency.

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(148)

3. Agency shall provide orientation to the facility for students beginning clinical experience.
4. Agency shall retain complete responsibility for patient care providing adequate supervision of students at all times.
5. Agency shall provide emergency medical treatment to students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
6. Confidentiality of patient records and student records shall be maintained at all times.
7. Students are responsible for being at assigned agencies at times scheduled.
8. Students are to adhere to any uniform or dress regulations required by Agency.
9. Students will be required to sign a Statement of Confidentiality, a release from liability statement, and agreement to abide by the contract provisions prior to the preceptor experience.

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~~149~~

Policy Description:	*Number:*
Student Precepting Program	**02.015**

STUDENT AGREEMENT

Understanding that the experience at CareAll Home Care requires traveling with an employee of the agency, I agree:

1. that no legal action in excess of private liability coverage will be taken against any employee of CareAll Home Care in case of injury (physical or mental) as a result of traveling with an employee of the home health care agency.
2. to abide by the agreement between _____ and CareAll Home Care.

Signature:_____ Date: _____

Witness Signature: _____ Date: _____

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(150)

Section C: Contribution to the Orderly Development of health care, item 7a.

Policy Description:	Number:
REGULATORY REQUIREMENTS	**01.009**

PURPOSE:

The purpose of this policy is to outline the Agency's compliance with all regulatory requirements.

REGULATORY REQUIREMENTS:

Compliance:

The Agency maintains compliance with all applicable local, state, and federal laws and regulations. Where required by state or local statutes, the Agency and staff maintain licenses in accordance with applicable regulations for such licenses. The Agency shall also take appropriate action on reports and recommendations of any authorized planning, regulatory and/or inspection agency.

Professional Practice Acts:

The Agency provides health care services in accordance with recognized standards of professional practice and with applicable statutes and regulations controlling the practice of the disciplines providing the services.

The Agency shall function in accordance with state and federal laws. Duties assigned to staff will be in compliance with limitations imposed by the state practice act.

The Agency will maintain contact with the applicable state boards regulating the services provided by the Agency to clarify the contents of practice acts as they relate to the services provided by the Agency. Copies of applicable practice acts will be available to Agency staff.

Agency Licensure:

The Agency will comply with Federal and/or State Regulations and maintain licensure as a home health Agency in the state and will comply with such additional requirements as may be dictated by regulation. Reports of Agency services, statistics, changes and other required information will be provided as stipulated.

Certification:

The Agency if providing Home Health Medicare covered services, will maintain current certification as provided in the conditions of participation for the Medicare program.

Board for Licensing Health Care Facilities

State of Tennessee License No. 0000000194

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

MAXLIFE @ HOME OF TENNESSEE, LLC *to conduct and maintain a*

Home Care Organization CAREALL HOMECARE SERVICES

Located at 900 NASHVILLE HIGHWAY, COLUMBIA

County of MAURY *, Tennessee.*

This license shall expire JUNE 06 , 2017 , *and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.*

In Witness Whereof, we have hereunto set our hand and seal of the State this 3RD *day of* MAY , 2016 .

In the Distinct Category(ies) of:

SKILLED NURSING
PHYSICAL THERAPY
HOME HEALTH AID SERVICES
HOME HEALTH AGENCY
MEDICAL SOCIAL SERVICES
OCCUPATIONAL THERAPY
SPEECH THERAPY
HOMEMAKERS SERVICES
OTHER SPECIALTY

By Vincent J. Davis, MPH
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By
COMMISSIONER

2096

Palmetto GBA

April 27, 2012

CAREALL HOMECARE SERVICES
ATTN: James Carell
1121 Trotwood Ave Suite 1
Columbia, TN 38401

DCN: 11326025100116

We have processed your Medicare enrollment application*(s)* to revalidate your Medicare enrollment information. The revalidation was completed for the following entity.

Legal Business Name:	MAXLIFE AT HOME OF TENNESSEE LLC
DBA:	CAREALL HOMECARE SERVICES
NPI(s):	1285685826
PTAN/CCN:	44-7271

In addition, to revalidating the above provider number information, the following updates were completed.

- ☐ Name Change
- ☐ Structure Change
- ☐ Practice Special Payment Address
- ☐ Management Personnel Addition
- ☐ Management Personnel Deletion
- ☐ Telephone Number
- ☐ Fax Number
- ☒ Branch Location 1121 Trotwood Ave Suite 4D Columbia, TN; 780 Florence Rd Savannah, TN; 239 E Commerce Street Waverly, TN;
- ☒ Authorized/Delegated Official - Mary Folley; Ben Fisher;
- ☒ Billing Agency: CareAll Management, LLC
- ☐ N/A

Please verify the accuracy of your enrollment information. If you disagree with any portion of this initial determination, you may request a reconsideration before a contractor hearing officer. The reconsideration is an independent review and will be conducted by a person who was not involved in the initial determination. You must request the reconsideration in writing to this office within 60 calendar days of the postmark date of this letter. The request for reconsideration must state the issues, or the findings of fact with which you disagree and the reasons for disagreement. You may submit additional information with the reconsideration request that you believe may have a bearing on the decision. The reconsideration request must be signed and dated by the physician, non-physician practitioner or any responsible authorized or delegated official within the entity. Failure to timely request a reconsideration

is deemed a waiver of all rights to further administrative review. The request for reconsideration should be sent to:

Centers for Medicare & Medicaid Services
Center for Program Integrity
Provider Enrollment Operations Group
7500 Security Blvd.
Mailstop: AR-18-50
Baltimore, MD 21244-1850

To maintain an active enrollment status in the Medicare Program, regulations found at 42 CFR 424.516 require that you submit updates and changes to your enrollment information in accordance with specified timeframes. Reportable changes include, but are not limited to changes in: (1) legal business name (LBN)/tax identification number (TIN), (2) practice location, (3) ownership, (4) authorized/delegated officials, (5) changes in payment information such as changes in electronic funds transfer information, and (6) final adverse legal actions, including felony convictions, license suspensions or revocations of a health care license, an exclusion or debarment from participation in Federal or State health care program, or a Medicare revocation by a different Medicare contractor.

Providers and suppliers may enroll or make changes to their existing enrollment in the Medicare program using the Internet-based Provider Enrollment, Chain and Organization System (PECOS). To apply via the Internet-based PECOS or to download the CM-855 enrollment applications, go to http://www.cms.hhs.gov/MedicareProviderSupEnroll.

If additional changes are necessary or if you have any questions, feel free to contact our Provider Contact Center at 866-830-3925.

Sincerely,

Tamara Dreher
Provider Enrollment Analyst

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
WEST TENNESSEE HEALTH CARE FACILITIES
2975C Hwy. 45 ByPass
JACKSON, TENNESSEE 38305

March 24, 2015

Mr. Thomas Dean, Administrator
CareAll Home Care Services
900 Nashville Highway
Columbia, TN 38401-2433

RE: Provider #44-7271 – Recertification Survey Dated 02/11/2015
Facility ID – TNH065 – Licensure Survey Dated 2/11/2014

Dear Mr. Dean:

The West Tennessee Regional Office of Health Care Facilities conducted a recertification survey and a licensure survey at your facility on February 11, 2015. Your Plan of Corrections have been received and found to be acceptable.

If you have any questions, please call Diane Carter at 731-984-9684.

Sincerely,

P. Diane Carter

P. Diane Carter, RN, LNCC
Public Health Nurse Consultant II

PDC/gk

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	447271	A. BUILDING _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
G 158	484.18 ACCEPTANCE OF PATIENTS, POC, MED SUPER Care follows a written plan of care established and periodically reviewed by a doctor of medicine, osteopathy, or podiatric medicine. This STANDARD is not met as evidenced by: Based on medical record review and interview, it was determined the agency failed to follow the plan of care (POC) for 1 of 12 (#6) sampled patients. The findings included: Medical record review of Patient # 6 documented a start of care (SOC) date of 1/24/15 with diagnoses of Aftercare Joint Replacement and Joint Replaced Knee. Review of the POC dated 1/24/15 to 3/24/15, documented a physician order for Skilled Nursing (SN) that stated, "SN to monitor PT/INR levels per finger stick or venipuncture on Mon. and Thur..." The SN monitored the PT/INR level on 1/24/15 (Saturday). There was no documentation that the physician was notified of the change in POC. During an interview on 2/10/15 at 2:30 PM in the conference room, Licensed Practical Nurse (LPN) #1 verified there was no documentation that the physician had been notified of the change in POC.	G 158	G158 Corrective action to address the deficiency : 1. Specific training to referral / intake staff to ensure new referral documents are thoroughly reviewed at intake and Verbal Orders are obtained to include all lab requests / frequencies ordered by the referring physician (i.e. PT/Inr). 2. Inter-office process and communication improvements to ensure all orders are timely recorded in the Electronic Documentation System (EDS), scheduled according to frequencies / dates on orders and monitored by the scheduler and the assigned Case Manager / Admission RN. G158 Who will be responsible for correcting the deficiency? 1.The Administrator will make provision for specific staff training. He / she will also initiate process / communication improvements within the office as well as monitoring procedures to ensure that lab orders (i.e. PT/Inr) do not fall through the cracks. 2. On 2/12/2015 the Case Managers / RN Staff were briefed on the state survey findings. The deficiency was addressed clearly. 3. Specific in-service for follow-up training and policy reinforcement is schedule for 2/20/15 for all staff members involved in the referral / intake process as well as all skilled nursing personnel. 4. Case Manager /Admission RN's, with primary responsibility manage patient care will review the referral order / MD verbal orders and follow those orders precisely unless revised orders are obtained at SOC, in which case they will be responsible for documenting this accordingly with new orders. G158 The date the deficiency will be completed: February 23, 2015 G158 How the facility will prevent this deficiency from re-occurrence: 1. In addition to prompt recording / scheduling in the EDS as described above all Lab patients (i.e. PT/Inr) to be input into lab log book at intake. 2. All specifics of MD ordered labs (i.e. PT/INR) parameters to be logged then discussed verbally by intake personnel with the Case Manager / Admission RN prior to Start of Care. 3. Lab (i.e. PT/INR) log book to be checked for completeness at case conference weekly by the Administrator and / or Clinical Director.	2/19/15
G 173	484.30(a) DUTIES OF THE REGISTERED NURSE The registered nurse initiates the plan of care and necessary revisions.	G 173		

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: Tommy Dean PT, OPT | TITLE: Administrator | (X6) DATE: 2/19/15

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	447271	A. BUILDING _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
G 173	Continued From page 1 This STANDARD is not met as evidenced by: Based on medical record review and interview, it was determined that the Skilled Nurse (SN) failed to make necessary revisions to the POC for 1 of 12 (#7) sampled patients. The findings included: Medical record review for Patient #7 documented a SOC date of 1/15/15 with diagnoses of Late Effects Hemiplegia and Hypertension. Review of a physician's order dated 1/14/15 documented a PT/INR was to be drawn on admission (1/15/15) and results reported to physician for further orders. Review of the SOC (admission) visit revealed the SN checked the patient's PT/INR and called results to the physcian's office. There is no further documentation of new orders regarding PT/INR checks until a SN visit 2 weeks later on 1/27/15. During an interview on 2/11/15 at 10:05 AM in the conference room, LPN #1 verified that the SN failed to follow up with the physcian and make necessary revisions to the POC related to PT/INR checks after the SOC visit.	G 173	G173 Corrective action to address the deficiency: 1. Inter-office process and communication improvements to ensure all orders are timely recorded in the Electronic Documentation System (EDS), scheduled according to frequencies / dates on orders and monitored by the scheduler and the assigned Case Manager / Admission RN. 2. As a second line of defense all patients requiring labs (i.e. PT/INR) to be recorded in the agency lab log book at intake. 3. MD lab (i.e. PT/INR) follow up orders to be reported to the Scheduler by the attending field staff member and the EDS / lab log book will be updated to reflect the same. G173Who will be responsible for correcting the deficiency? 1. The Administrator will make provision for specific staff training. He / she will also initiate process / communication improvements within the office as well as monitoring procedures to ensure that lab orders (i.e. PT/Inr) do not fall through the cracks. 2. On 2/12/2015 the Case Managers / RN Staff were briefed on the state survey findings. The deficiency was addressed clearly. 3. Specific in-service for follow-up training and policy reinforcement is schedule for 2/20/15 for all staff members involved in the referral / intake process as well as all skilled nursing personnel. 4. Intake personnel to maintain lab log at all times. Scheduler to ensure ordered services are timely recorded in the EDS. 5. Case Manager / Admission RN's are responsible to thoroughly review / confirm all physician orders and to perform capillary or venipunctures based on specific documented physician orders / frequencies and ensure the Plan of Care is followed at all times and changes are supported by specific MD orders. G173 The date the deficiency will be completed: February 23, 2015 G173 How the facility will prevent this deficiency from re-occurrence: 1. In addition to prompt recording / scheduling in the EDS as described above all Lab patients (i.e. PT/Inr) to be input into lab log book at intake. 2. All specifics of MD ordered labs (i.e. PT/INR) parameters to be logged then discussed verbally by intake personnel with the Case Manager / Admission RN prior to Start of Care. 3. Lab (i.e. PT/INR) log book to be checked for completeness at case conference weekly by the Administrator and / or Clinical Director.	2/19/15

Tommy Dean PT, DPT Administrator 2/19/15

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	TNH065	A. BUILDING: _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
H 411	1200-8-26-.04 (11) Administration (11) When licensure is applicable for a particular position of employment, a copy of the current license or the number and renewal number of the employee's current license must be maintained in the employee's personnel file. Each personnel file shall contain accurate information as to the education, training, experience and personnel background of the employee. Proof of adequate medical screenings to exclude communicable disease shall be maintained in the file of each employee. This Rule is not met as evidenced by: Based on personnel file review, policy review and interview, it was determined the agency failed to ensure personnel files were kept current with applications and medical screenings for 2 of 6 (#1 and #4) sampled personnel files. The findings included: 1. The agency policy titled, "Personnel Files", documented, "...Personnel records should contain the following as applicable: Employee File: Application...TB skin test and/or TB questionnaire with chest x-ray result... " 2. Personnel file review for Personnel #1 revealed no medical screening. 3. Personnel file review for Personnel #4 revealed no application. During an interview on 2/10/15 at 3:25 PM in the conference room, the Administrator verified the incomplete portions of the personnel files.	H 411	H411 Corrective action to address the deficiency : 1. All personnel files to be pulled and audited 2. Compilation of all missing licensure information, medical screenings, and applications to be completed. 3. Missing components to be obtained and placed in the personnel files 4. Administrator to verify completeness of charts once all personnel files are deemed to be remediated of missing components. H411 Who will be responsible for correcting the deficiency? 1. Administrative Assistant to perform 100% audit of all personnel files and compile list of missing components. 2. Administrative Assistant to provide Administrator a copy of missing component compilation. 3. Administrative Assistant to obtain missing components via employee notification and assistance to present any missing or incomplete components of the personnel files to complete the files. 4. Administrator to audit each chart to ensure accuracy and completeness of personnel files once Administrative Assistant presents the personnel files as complete with all licensure information, medical screenings, and applications as necessary (all applications to be completed with the date of completion not the actual date of the application as this cannot be replicated ethically. A notation on all applications of this nature will be placed on the application to distinguish the date discrepancy versus the actual hire date). 5. Administrative Assistant to provide thorough orientation and obtain all necessary components of personnel files at the time of orientation with a list of required documents to be e-mailed to the prospective employee prior to reporting for orientation. H411 The date the deficiency will be completed: March 6, 2015 H411 How the facility will prevent this deficiency from re-occurrence: 1. A spreadsheet has been established to record and monitor all personnel files with dates of expiration assigned to each component within the file 2. The spreadsheet is to be reviewed and updated monthly to ensure all personnel files remain up to date 3. The Administrative Assistant shall report to the Administrator during the last week of each calendar month regarding components that are nearing expiration 4.A new hire check list of required personnel file components has been developed and will be maintained by the Administrative Assistant 5. Process established whereby the Administrator must review and sign-off on the new hire personnel file prior to the employee assuming their job duties.	2/19/15

Division of Health Care Facilities
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE — TITLE — (X6) DATE

Tommy Dean RT, CRT — Administrator — 2/19/15

STATE FORM 6899 — I15H11 — If continuation sheet 1 of 4

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Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	TNH085	A. BUILDING: _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
H 412	Continued From page 1	H 412	H412 Corrective action to address the deficiency as follows: 1. 100% audit to be performed on all personnel files for missing components 2. Job descriptions to be disseminated to all employees to obtain updated signed copies in each personnel file. 3. Competency evaluations will be completed for all employees by proper personnel. 4. Missing references will be obtained from all existing employees and required upon orientation of all new hires. 5. Performance evaluations to be performed on all employees to ensure up to date and accurate evaluations. 6. Spread sheet to be developed to maintain updated personnel files. H412 Who will be responsible for correcting the deficiency? 1. Administrative Assistant to perform 100% personnel file audit and compile list of missing components. 2. Administrative Assistant to provide Administrator a report of the findings for each employee. 3. Administrator and Administrative Assistant to collaborate and assign completion of components as follows: Administrative Assistant to disseminate job descriptions and obtain a signed copy from all personnel to ensure the job descriptions are up to date. Administrative Assistant to obtain references for all personnel if applicable. Supervising RN to assess field LPNs competencies and complete check list Supervising PT to assess PTA competencies and complete check list Administrator to assess Marketers, MSW, Case Managers, RN, OT, ST and PT competencies and complete check list Administrator to assess competencies of Administrative Assistant and biller and complete check list Administrative Assistant to assess Office Coordinator and Intake personnel and complete check off list Administrator to sign off on all personnel competency check off lists to ensure accuracy and completeness Administrator to perform performance evaluations on all employees	2/19/15
H 412	1200-8-26-.04 (12) Administration (12) Personnel practices shall be supported by written personnel policies. Personnel records shall include at a minimum: job descriptions, verification of references and credentials, and performance evaluations. Personnel records must be kept current. This Rule is not met as evidenced by: Based on personnel file review, policy review and interview, it was determined the agency failed to keep personnel files current with job descriptions for 2 of 6 (#4 and #6) sampled personnel files, competencies for 5 of 6 (#1,2,3,5 and 6) sampled personnel files, references for 3 of 6 (#3,4 and 6) sampled personnel files and evaluations for 6 of 6 (#1,2,3,4,5 and 6) sampled personnel files. The findings included: 1. The agency policy titled, "Personnel Files", documented, "...Personnel records should contain the following as applicable: Employee File: ...Employment References...Signed Job Description...Competency Evaluations...Performance Evaluations..." 2. Review of the following Personnel files revealed no documentation of a signed job description: Personnel files #4 and #6. 3. Review of the following Personnel files revealed no documentation of competency evaluations: Personnel files #1, 2, 3, 5 and 6. 4. Review of the following Personnel files revealed no documentation of employment references: Personnel files #3, 4 and 6. 5. Review of the following Personnel files	H 412		

Tommy Dean RT, DPT Administrator 2/19/15

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	TNH065	A. BUILDING: _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
H 412	Continued From page 2 revealed no documentation of performance evaluations: Personnel files #1, 2, 3, 4, 5 and 6. During an interview on 2/10/15 at 3:25 PM in the conference room, the Administrator verified the incomplete portions of the personnel files.	H 412	H412The date the deficiency will be completed: March 13, 2015 H412 How the facility will prevent this deficiency from re-occurrence: 1. New hire orientation guidelines established to prevent new employees from reporting to their assigned job duties with incomplete personnel files. 2. Spread sheet is being developed through the personnel file audit process and will be updated monthly to ensure all regulatory guidelines are met with accurate and up to date information in all personnel files. 3. Periodic assessments of employees to be performed by the Administrator to ensure accurate performance evaluations. 4. Monthly report from Administrative assistant to be provided to the Administrator with detailed description of all upcoming required personnel file updates and revisions.	2/19/15
H 413	1200-8-26-.04 (13) Administration (13) An ongoing educational program shall be planned and conducted for the development and improvement of skills of all the organization's personnel engaged in delivery of home health services. Each employee shall receive appropriate orientation to the organization, its policies, the employee's position, and the employee's duties. Records shall be maintained which indicate the subject of and attendance at such staff development programs. This Rule is not met as evidenced by: Based on personnel file review, policy review and interview, it was determined the agency failed to keep personnel files current with employee orientation checklists for 5 of 6 (#1, 2, 3, 4 and 6) sampled personnel files. The findings included: 1. The agency policy titled, "Personnel Files", documented, "...Personnel records should contain the following as applicable: Employee File: ...Signed orientation checklist..." 2. Review of the personnel files for Personnel # 1, 2, 3, 4 and 6 revealed no documenation of signed orientation checklists. During an interview on 2/10/15 at 3:25 PM in the conference room, the Administrator verified the	H 413	H413 Corrective action to address the deficiency as follows: 1. All personnel will receive proper orientation to the company with date of orientation to be designated as the date in which the orientation was performed with notation on the check list regarding date discrepancy between orientation date and hire date. This check list will be placed in each employee's file after competed with employee signature H413 Who will be responsible for correcting the deficiency? 1. Administrative assistant to provide orientation to every employee existing and new hire. H413 The date the deficiency will be completed: 2. All personnel will have proper orientation complete with check list by 3/13/2015. H413 How the facility will prevent this deficiency from re-occurrence: 3. After all existing employees have been properly oriented to the agency and their roles with the agency, all new hire packets will be provided to the administrator to verify completeness and accuracy of all new hire personnel documents prior to becoming their permanent personnel record.	

Tommy Dean PT, DPT Administrator 2/19/15

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	TNH065	A. BUILDING: _____ B. WING _____	02/11/2015

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	900 NASHVILLE HIGHWAY COLUMBIA, TN 38401

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
H 413	Continued From page 3 incomplete portions of the personnel files.	H 413		2/19/15

Tommy Dean PT, OPT Administrator 2/19/15

PROJECT COMPLETION FORECAST CHART

Enter the Agency projected Initial Decision date, as published in T.C.A. § 68-11-1609(c): October 26, 2016

Assuming the CON approval becomes the final agency action on that date; indicate the number of days **from the above agency decision date** to each phase of the completion forecast.

Phase	DAYS REQUIRED	Anticipated Date (MONTH/YEAR)
1. Architectural and engineering contract signed	NA	NA
2. Construction documents approved by the Tennessee Department of Health	NA	NA
3. Construction contract signed	NA	NA
4. Building permit secured	NA	NA
5. Site preparation completed	NA	NA
6. Building construction commenced	NA	NA
7. Construction 40% complete	NA	NA
8. Construction 80% complete	NA	NA
9. Construction 100% complete (approved for occupancy	NA	NA
10. *Issuance of license	NA	10/26/2016
11. *Initiation of service	NA	10/27/2016
12. Final Architectural Certification of Payment	NA	NA
13. Final Project Report Form (HF0055)	NA	NA

* **For projects that do NOT involve construction or renovation: Please complete items 10 and 11 only.**

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

PUBLICATION OF INTENT

The following shall be published in the "Legal Notices" section of the newspaper in a space no smaller than two (2) columns by two (2) inches.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services (Name of Applicant), Home Health Agency (Facility Type-Existing)

owned by: Molly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: The relocation of it's principle office from 900 Nashville Highway, Columbia,TN, Maury County to 4015 Travis Drive,suite103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrenece, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nurisng and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project ~~is $28,000.~~

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley (Contact Name), Project Director (Title)

who may be reached at: CareAll Home Care Services (Company Name), 135 Kennedy Drive (Address)

Martin (City), TN (State), 38237 (Zip Code), 731 / 587-2996 (Area Code / Phone Number)

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Hickman County Times

104 North Central Ave. P. O. Box 100
Centerville, TN 37033
Phone: 931-729-4283 Fax: 931-729-4282
E-mail: hctimes@centerville.net
www.hickmancountytimes.net

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
HICKMAN COUNTY

I, Jennifer Warren, of the Hickman County Times, a weekly newspaper of general circulation, published in Centerville, Hickman County, Tennessee, do hereby swear that the attached notice was published 1 consecutive weeks on 8-8-16 in the *Hickman County Times*, Centerville, Tennessee.

This legal notice was published online at www.hickmancountytimes.net and www.publicnoticeads.com during the duration of the run dates listed. This publication fully complies with Tennessee Code Annotated 1-3-120.

Jennifer Warren

Subscribed and sworn to before me this the 9th day of August 2016

PAM MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HICKMAN

Pam Morgan
Notary Public

My Commission Expires: 11-26-18

Company: Care All Inc.
RE: 2 Legal Displays
Ad Number: VIP & Maxlife
Total Cost: Paid in full
Notes:

Revised: ☑ No ☐ Yes
By: _____ Date: __/__/____

Cancellation: ☑ No ☐ Yes
By: _____ Date: __/__/____

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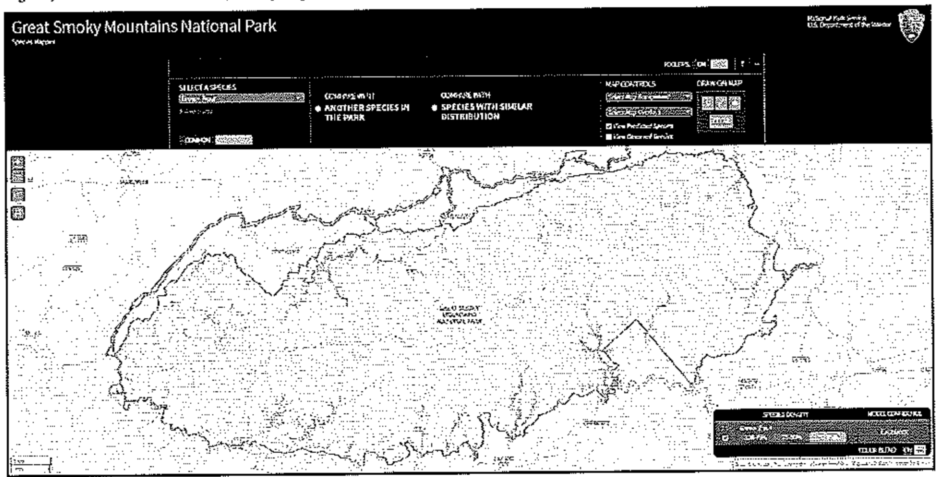
Care All



The purple areas mark the location of brown trout and its habitat; thousands of species in the national park may be viewed this way.

Tracking 18,000 species in the Smokies

Habitats for more than 1,800 species at Great Smoky Mountains National Park are viewable thanks to a web tool created by the University of Tennessee.

Species Mapper is available at https://science.nature.nps.gov/parks/grsm/species/.

The tool is the result of collaboration between UT's Department of Electrical Engineering and Computer Science (EECS), its School of Art and the Great Smoky Mountains National Park Inventory and Monitoring Branch.

Species Mapper uses locations where species have been found to help predict additional places they may occur in the park. These models are based on observations during resource monitoring as well as research conducted by scientists.

The result is a reliable distribution of where each species lives in the park.

The model uses supercomputers managed by the Joint Institute for Computational Sciences, a collaboration of UT and Oak Ridge National Laboratory, to analyze the location of observations as well as environmental characteristics such as slope, forest type, geology, elevation, temperature and sun exposure.

Will Godsoe and his colleagues at UT's National Institute for Mathematical and Biological Synthesis have guided the team on the ecological analysis of the data and the models.

"This application allows park managers to use the vast amount of biological data collected over the past three decades to protect park resources and assess the potential impact from disturbances like hemlock woolly adelgid and emerald ash borer," said Tom Remaley, inventory and monitoring program manager. "Visitors can use this site to explore what lives in the park and what they might see during their visit."

The project required review and analysis of large qualtities of data, as well as a large computational space to allow the work to occur.

"It is remarkable because of the technical challenges, the truly interdisciplinary nature of the work, and the fact that, together with the National Park Service, we completed the last mile to deliver on the promise of making science relevant, accessible, and exciting to as many people as possible," said EECS Professor Jian Huang.

Huang said the project also is building a long-term partnership with the National Park Service to help students, teachers, and managers make effective use of data to better connect people to nature while preserving the park's assets.

The project started under the National Science Foundation-funded Remote Data Analysis and Visualization Center at UT when Huang was its associate director.

Professor Sarah Lowe of the School of Art has served as co-principal investigator on the project, focused on its design and user interface.

"An interface intended for a range of audiences is best conceived by an interdisciplinary team who works together to address all aspects of the project throughout its evolution," said Lowe. "In the case of the Species Mapper, this included discussions across the core team of computer scientists, designers, and National Park staff.

"This work is exciting as it not only taps into the extensive data that the GSMNP has collected, but in the ways that such data, which can be quite complicated to understand, can be displayed and made meaningful for those who come to visit the park."

John Duggan, an EECS doctoral student, said the tool is an important storytelling method due to the visualization it provided.

"In our case, the story we want to tell is how rich the biodiversity in the Smokies is," said Duggan. "It can also help the general public better connect with and experience this richness."

Park managers will add more observations to the application, making it more reflective of all species found within the park and increasing the accuracy of the prediction model.

The species presence data used by Species Mapper is managed by All Taxa Biodiversity Inventory project, a park-wide biological inventory of all life forms. More than 19,000 species have been recorded in the park, including 1,000 species never before seen.

The ATBI in the Smokies is coordinated by Discover Life in America, a non-profit partner of the park service, with a history of providing data dating back to the 1950s.

Seen a crime?

Report it to 729-5146

*(for anonymity dial *67 first)*

PUBLIC NOTICES

Deadline: 3 p.m. Wednesday

(continued from page B6)
TRAC.COM
31/3tc/1928

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NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated , and the Deed of Trust of even date securing the same, recorded March 12, 2014, in Book No. 31, at Page 8669, in Office of the Register of Deeds for Hickman County, Tennessee, executed by Evelyn K. Storer, conveying certain property therein described to First American Title Insurance Company as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Sun West Mortgage Company, Inc., its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Lakeview Loan Servicing, LLC.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Lakeview Loan Servicing, LLC, will, on September 13, 2016 on or about 3:30 p.m., at the Hickman County Courthouse, Centerville, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Hickman County, Tennessee, and being more particularly described as follows:

Land lying and being situated in the First Civil District of Hickman County, Tennessee, in the second ward of the town of Centerville, and being more particularly described as follows, to-wit: Beginning at a point in the Eastern edge of Barnwell Avenue, on the North side of an alley just in front of the W. M. Aydelotte residence, and runs thence East with the North edge of said alley and the line of C. A. Thompson, 229 feet to a point, the Southeast corner of the lot conveyed to Hugh M. Hayes by deed of J. S. Colley heirs; thence North with the Eastern margin of said lot 60 feet to a point calculated to divide said lot: thence West with the South margin of the Northern half of said lot 229 feet to a point, then Southwest corner of the Northern half of said lot, and the East margin of Barnwell Avenue 60 feet to the point of beginning.

ALSO KNOWN AS: 103 Barnwell Avenue, Centerville, TN 37033

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

EVELYN K. STORER

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315930

DATED July 29, 2016

WILSON & ASSOCIATES, P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM
31/3tc/1929

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IN THE CHANCERY COURT OF HICKMAN COUNTY AT CENTERVILLE, TENNESSEE

JEFF BISHOP & RENEE BISHOP
PETITIONERS
VS.
KENDALL BISHOP
RESPONDENT
&
CODY JACKSON
RESPONDENT
NO. 16-CV-5794

IN RE: The adoption of female child whose name for the purpose of this Petition is C.N.B. A minor, Date of Birth 01/26/14.

ORDER GRANTING PUBLICATION

It appearing from the affidavits, which is sworn to, that the whereabouts of the Respondent, Kendall Bishop, is unknown and, thus, personal service of process cannot be had on her; service of process by publication having been ordered, Respondent is hereby required to appear and answer, or otherwise defend, against the petition filed against her by Jeff Bishop and wife, Renee Bishop, whose attorney is Douglas Thompson Bates IV, Bates & Bates Law Office, P.O. Box 1, Centerville, TN 37033, within 30 days from the date of last publication of this order; otherwise, default judgment may be entered against her for the relief demanded in the petition. It is further, ORDERED, that this notice be published in the HICKMAN COUNTY TIMES, a weekly newspaper of general circulation, once weekly for four (4) consecutive weeks, beginning on August 8, 2016.

It is so ORDERED, this 1st day of August, 2016.

ELIZABETH HARLOW
Clerk & Master
By TONYA TAYLOR

PREPARED FOR ENTRY:
DOUGLAS THOMPSON BATES IV (#027089)
ATTORNEY FOR THE PETITIONERS
BATES & BATES LAW OFFICE
406 W. Public Square, 2nd Floor
Bates Building
P.O. Box 1
Centerville, TN 37033
Phone: 931-729-4085
Fax 931-729-9888.
31/4tp/1930/109164

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NOTICE OF LIEN SALE

The contents of the following units will be sold at auction at Barber's Storage, 200 Sula T. Nickell Road, Centerville, TN, 37033 on August 13, 2016. This auction will begin at 10 a.m. If you have any questions about this auction please call 931-729-3772.

Jayme Collins, Edward Cundiff, Eddie Hutchinson, Kristin Warren, Clay Harris, Josh Warren, Cindy Parker, Jeffery Rice, Justin Holt, Charles Collins, Ronnie Copley
31/1tc/1934

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NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Maxim at Home of Tennessee, LLC D/B/A CareAll Home Care Services (Name of Applicant), Home Health Agency (Facility Type-Existing)

owned by: Mozy, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: The relocation of it's principle office from 903 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. Maxim at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Marshall, Hickman, Lincoln, ... Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and ... from the licensed service area ... sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in the area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $23,000.

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley (Contact Name), Project Director (Title)

who may be reached at: CareAll Home Care Services (Company Name), 135 Kennedy Drive (Address)

Martin (City), TN (State), 38237 (Zip Code), 731 / 587-2396 (Area Code / Phone Number)

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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FARM NEWS

The Wayne County News, Inc. - 4-H News & Farm Report

AGRICULTURE NEWS

WAYNE COUNTY UT EXTENSION INSTITUTE OF AGRICULTURE

Jason McGarrh
Agent

CAN COMMERCIAL SOLAR BENEFIT YOUR BUSINESS?

There has been a lot of talk in recent years about green energy, and how different organizations are utilizing solar energy. Last fall I met the representatives of Green Earth Solar at the Tennessee Cattlemen's Meeting in Murfreesboro, and I was intrigued by the potential opportunities that solar energy could offer to rural Wayne County. So, I spoke later with Green Earth Solar and asked them to be a guest speaker to talk about tax incentives, tax credits, and grants that are available to rural businesses and farmers. Any business that uses a significant amount of electricity could qualify for the government programs.

With regard to residential systems they do not pay for themselves as quick as commercial.

However, I invite everyone who might be interested in looking into this technology to come to the Utilizing Commercial Solar Energy meeting September the 8th. Please call the Wayne County Extension Office to register (931) 722-3229.

NOTICE:

Utilize Commercial Solar Energy Meeting, Wayne County Extension Office, September 8, 2016, P.M., Dinner Provided.

Revival Aug. 21-26, Piney Grove FWB

Revival services will be held at Piney Grove FWB Church in the Cypress Inn Community Aug. 21-26.

Marcus Morrow will be the Evangelist.

Services will begin at 6 P.M. on Sunday and 7 Monday through Friday.

Special singing will be featured each night and a men's prayer service will be held 15 minutes prior to the service each night.

Greg Eaton, pastor, along with the congregation extends a warm welcome to everyone.

FAMILY AND CONSUMER SCIENCES EDUCATION NEWS

WAYNE COUNTY UT EXTENSION INSTITUTE OF AGRICULTURE

Joy Powell, Agent

PACKING FOR PICNICS

Those lazy, hazy, crazy days of summer are here. Warm weather provides ideal temperatures for bacteria to grow to dangerous levels and cause foodborne illness.

Bacteria grow rapidly when food is between 40°- 140°F - the Danger Zone. In the span of a few hours, billions of bacteria can be produced with the potential for disaster. The time in the danger zone is cumulative. To keep foods safe, keep hot foods hot and cold foods cold. Practice the 2-hour rule; do not allow foods in the danger zone for more than 2 hours total (1 hour if the temperature is< above 90°F) from purchase to consumption.

As you are shopping for picnic items, buy perishables last and go straight home. Never leave perishables in the car while you do other shopping. Chill all ingredients before assembling salads, sandwiches, and other potentially hazardous foods. Chill again before packing the cooler.

Foods that are safe at room temperature include peanut butter sandwiches, cookies, crackers, dried fruit, unopened cans of fruit or pudding, unopened juice boxes and fruit filled pastries.

Keep foods safe in transit by packing them in insulated bags, lunch boxes or coolers with frozen gel packs. Make sure food is cold or frozen before placing it in the cooler. Use cold packs throughout large containers, not just on the top or bottom. Pack the cooler carefully with raw products well wrapped, placed on the bottom so raw foods will not drip on cooked.

Transport the cooler in the passenger compartment of the car. At the picnic area place it in the shade or in a shelter out of the sun and keep the lid closed. If you are brown bagging, use new, clean bags; used grocery bags are a potential source of bacteria and insects. Wash the cooler or lunch box after each use to keep bacteria from growing.

Everything that touches the food needs to be clean - bowls, utensils, cutting boards, etc. Wash your hands before and after preparing or handling food to keep bacteria from being transferred. Take along wet wipes and antibacterial gel to clean hands if no running water is available.

When you are packing, take only what you think you will use. If you do have leftovers, put them back in the cooler as soon as possible.

If you are grilling foods, take care not to cross contaminate by handling raw meat and then cooked foods without washing hands and utensils in between. Cook burgers to 160°F and use a food thermometer to check the temperature. Serve immediately or keep hot (140° F) until serving. Do not reuse the same plate and utensils for raw and cooked food.

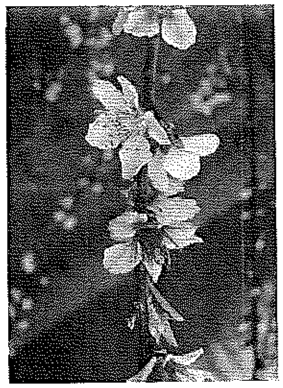
Whatever the season, some individuals are more at risk to get foodborne illness than others. Small children, elderly, pregnant women, and immune compromised individuals are all at higher risk. There is more chance of foodborne illness occurring in the summer because of the warmer temperatures. Don't spoil a summer outing by leaving food in the danger zone too long.

Source: Nebraska Extension

4-H NEWS

Samantha Morrow
TSU 4-H Agent

UT EXTENSION INSTITUTE OF AGRICULTURE · TENNESSEE STATE UNIVERSITY Cooperative Extension



This week's featured State 4-H Photo Search entry was taken by Jesse Keeton, a student at Collinwood Middle School. His photo is titled "Peach Tree Blossoms".

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: CareAll, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for: VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4015 Travis Drive, Suite 102 Nashville, TN 37211, Davidson County intends to add the counties of Maury, Giles, Lawrence, Wayne, Lewis and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford, Williamson, Smith, Clay, Jackson, Overton, Putnam, Cumberland, Dekalb, Van Buren, Warren, White, Perry and Cannon. These six counties will be acquired with the surrender of these same six counties including, Maury, Giles, Lawrence, Wayne, Lewis and Hickman from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. Anticipated cost of the project is $21,000. The anticipated date of filing the application is: August 12, 2016. The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 731-587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Lu, Inc.
PROJECT NO.: 98301-4164-04
CONTRACT NO.: CNP131
COUNTY: Wayne

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/23/16.

HANDGUN PERMIT TRAINING CLASSES

Class and Range time combined

Saturday, August 20 • 8 a.m.-5 p.m.

Savannah City Hall

REGISTRATION REQUIRED: http://apps.tn.gov/handgun

State Certified Firearms Instructor Franklin Lax

MAXXGUARD
For info 731-437-7122
www.maxxguard.com

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for: The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000. The anticipated date of filing the application is: August 12, 2016. The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 731-587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HARDIN COUNTY STOCKYARD

3350 HWY 226, SAVANNAH, TN 38372
731-925-3287 931-224-2247
MARKET REPORT
August 3, 2016
Total Hd 1142 Last Week 570 Last Yr 625
Cattle 1112 Goats 19 Hogs 11

#1 STEERS & BULLS	
200-300 WT	186.00-194.00
300-400 WT	169.00-186.00
400-500 WT	154.00-169.00
500-600 WT	141.00-154.00
600-700 WT	134.00-141.00
700-800 WT	125.00-134.00
800-900 WT	116.00-125.00
#1 HEIFERS	
200-300 WT	156.00-172.00
300-400 WT	143.00-156.00
400-500 WT	132.00-143.00
500-600 WT	124.00-132.00
600-700 WT	119.00-124.00
700-800 WT	114.00-119.00
800-900 WT	109.00-114.00

HIGH DRESSING UTILITY COWS 72.00-80.50
HIGH DRESSING SLAUGHTER BULLS 92.00-100.50

LOAD LOTS
30 strs avg. wt. 619 lbs. 147.00
23 hfrs avg. wt. 624 lbs. 130.00
117 strs avg. wt. 778 lbs. 144.75
73 strs avg. wt. 665 lbs. 147.00
77 hfrs avg. wt. 629 lbs. 141.75

Lumber Jack CONTEST

TUESDAY, SEPT. 20

7:00 P.M.

HARDIN COUNTY FAIRGROUNDS ARENA

(Sign In at 6 p.m.)

ENTRY FEE: $10.00

CONTEST EVENTS:
- Loader Contest
- Chainsaw Racing
- Crosscut Saw Contest
- Ax Chopping Contest
- Precision Cut Contest
- Cross Tie Carry Contest

Awards will be presented for every event. Bring our own personal protection equipment. (If not available, we will have some) MUST BE USED!

For more information call:
Scoot at (731) 727-7780
Tim at (731) 438-5328

TENNESSEE VALLEY LIVESTOCK

620 S. POPLAR
FLORENCE, AL 35631
256-766-0281 931-224-2247
MARKET REPORT
August 8, 2016
TOTAL HD 823 LAST WK 675 LAST YR 714
CATTLE 813 GOATS 3 HOGS 7

# 1 STEERS & BULLS	
200-300 WT	174.00-196.00
300-400 WT	163.00-174.00
400-500 WT	151.00-163.00
500-600 WT	142.00-151.00
600-700 WT	134.00-142.00
700-800 WT	128.00-134.00
800-900 WT	121.00-128.00
# 1 HEIFERS	
200-300 WT	153.00-172.00
300-400 WT	144.00-158.00
400-500 WT	133.00-144.00
500-600 WT	122.00-133.00
600-700 WT	116.00-122.00
700-800 WT	113.00-116.00
800-900 WT	109.00-113.00

HIGH DRESSING UTILITY COWS 74.00-82.50
HIGH DRESSING SLAUGHTER BULLS 93.00-101.00

Continued from last column

entire indebtedness having been declared due and payable by REGIONS BANK, being the present owner/holder or authorized agent, designee or servicer of the holder/owner of said indebtedness, has requested foreclosure proceedings to be instituted; and as provided in said Deed of Trust, I, J. PHILLIP JONES/JESSICA D. BINKLEY, will by virtue of the power and authority vested in me as Substitute Trustee, on FRIDAY, SEPTEMBER 9, 2016 AT 10:00 A.M. AT THE FRONT DOOR OF THE STEWART COUNTY COURTHOUSE IN DOVER, STEWART COUNTY, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all other exemptions which are expressly waived, and subject to any unpaid taxes, if any, the following described property in Stewart County, Tennessee, to wit:

PROPERTY LOCATED IN THE COUNTY OF STEWART, TENNESSEE:

DESCRIBED LAND SITUATED IN THE COUNTY OF STEWART AND STATE OF TENNESSEE, BEGINNING AT A CORNER OF PATRICK DRIVE AT THE JUNCTION OF A PRIVATE ROAD, SAID BEGINNING POINT BEING APPROXIMATELY 200 FEET NORTH OF THE EAST JUNCTION OF PATRICK DRIVE (A LOOP) WITH TENNESSEE HIGHWAY NO. 49, SAID BEGINNING POINT BEING FITZHUGH'S NORTHWEST CORNER AND BEING THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED HEREIN; THENCE WITH THE EAST RIGHT OF WAY BOUNDARY OF SAID PRIVATE ROAD N 2 DEG. 29" W 122 FEET TO AN IRON PIN STAKE; THENCE WITH THE SOUTH BOUNDARY OF SAID ROAD, THENCE WITH A BLAZED LINE N 89 DEG. 66' E 322 FEET TO AN IRON STAKE IN A FENCE LINE, STORY'S WEST BOUNDARY LINE; THENCE WITH STORY'S S 4 DEG. 9' W 172 FEET TO AN IRON STAKE; THENCE WITH FITZHUGH S 89 DEG. W 296.5 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JOHN E. CRUTCHER AND BRENDA S. CRUTCHER, HUSBAND AND WIFE, BY WARRANTY DEED DATED FEBRUARY 20, 1992 OF RECORD IN BOOK 200, PAGE 9, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

ALSO BEING THE SAME PROPERTY CONVEYED FROM BRENDA S. CRUTCHER TO JOHN E. CRUTCHER BY QUIT CLAIM DEED DATED AUGUST 13, 2007 OF RECORD IN RECORD BOOK 114, PAGE 49, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

SEE ALSO COURT ORDER OF RECORD IN RECORD BOOK 191, PAGE 714 AND RECORD BOOK 191, PAGE 721, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 202 PATRICK DR., DOVER, TENNESSEE 37058.

MAP 068 GRP A PARCEL 004.00

THE SALE OF THE SUBJECT PROPERTY IS WITHOUT WARRANTY OF ANY KIND, AND IS FURTHER SUBJECT TO THE RIGHT OF ANY TENANT(S) OR OTHER PARTIES OR ENTITIES IN POSSESSION OF THE PROPERTY. ANY REPRESENTATION CONCERNING ANY ASPECT OF THE SUBJECT PROPERTY BY A THIRD PARTY IS NOT THE REPRESENTATION/RESPONSIBILITY OF TRUSTEE(S)/SUBSTITUTE TRUSTEE(S) OR THEIR OFFICE.

THIS SALE IS SUBJECT TO ANY UNPAID TAXES, IF ANY, ANY PRIOR LIENS OR ENCUMBRANCES, LEASES, EASEMENTS AND ALL OTHER MATTERS WHICH TAKE PRIORITY OVER THE DEED OF TRUST UNDER WHICH THIS FORECLOSURE SALE IS CONDUCTED, INCLUDING BUT NOT LIMITED TO THE PRIORITY OF ANY FIXTURE FILING. IF THE U.S. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, THE STATE OF TENNESSEE DEPARTMENT OF REVENUE, OR THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORK FORCE DEVELOPMENT ARE LISTED AS INTERESTED PARTIES IN THE ADVERTISEMENT, THEN THE NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO THEM, AND THE SALE WILL BE SUBJECT TO ALL APPLICABLE GOVERNMENTAL ENTITIES RIGHT TO REDEEM THE PROPERTY, ALL AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 28 U.S.C. 2410 (C). THE NOTICE REQUIREMENTS OF T.C.A. 35-5-101 ET SEQ. HAVE BEEN MET.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE.

IN THE EVENT THE HIGHEST BIDDER DOES NOT HONOR THE HIGHEST BID WITHIN 24 HOURS, THE NEXT HIGHEST BIDDER AT THE NEXT HIGHEST BID WILL BE DEEMED THE SUCCESSFUL BIDDER.

OTHER INTERESTED PARTIES: NONE OF RECORD

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is improved property known as 202 PATRICK DR., DOVER, TENNESSEE 37058.

J. PHILLIP JONES/JESSICA D. BINKLEY, Substitute Trustee

1600 HAYES STREET
NASHVILLE, TN 37203
(615) 254-1400
www.phillipjoneslaw.com
F16-0552
RUN: Aug 3, 10, 17 2016

Continued to next column

Continued from last column

20081218-0121299, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE INVESTORS GROUP, EXISTING UNDER THE LAWS OF TENNESSEE, 8200 EAST WALKER SPRINGS LANE SUITE 200, KNOXVILLE, TENNESSEE 37923, in the Register's Office for DAVIDSON County, Tennessee and to J. PHILLIP JONES AND/OR JESSICA D. BINKLEY, either of whom may act, appointed as Substitute Trustee in an instrument of record in the Register's Office for DAVIDSON County, Tennessee, to secure the indebtedness described; WHEREAS, the said Deed of Trust was last assigned to TENNESSEE HOUSING DEVELOPMENT AGENCY, the entire indebtedness having been declared due and payable by TENNESSEE HOUSING DEVELOPMENT AGENCY BY AND THROUGH ITS SERVICER AND AUTHORIZED AGENT, U.S. BANK NATIONAL ASSOCIATION, being the present owner/holder or authorized agent, designee or servicer of the holder/owner of said indebtedness, has requested foreclosure proceedings to be instituted; and as provided in said Deed of Trust, I, J. PHILLIP JONES/JESSICA D. BINKLEY, will by virtue of the power and authority vested in me as Substitute Trustee, on THURSDAY, SEPTEMBER 15, 2016 AT 10:00 A.M., LOCAL TIME AT THE FRONT ENTRANCE OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all other exemptions which are expressly waived, and subject to any unpaid taxes, if any, the following described property in DAVIDSON County, Tennessee, to wit:

PROPERTY LOCATED IN THE COUNTY OF DAVIDSON, TENNESSEE:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 27 ON THE PLAN OF RIVER GLEN, PHASE 7, OF RECORD AS INSTRUMENT NO. 20040301-0018958, AND A PART OF THE HORIZONTAL PROPERTY REGIME OF RIVER GLEN, A HORIZONTAL PROPERTY REGIME CREATED UNDER A MASTER DEED AND BY-LAWS OF RECORD IN BOOK 7366, PAGE 511, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH RIVER GLEN, PHASE 7 IS SUBMITTED BY DECLARATION OF SUBMISSION OF RECORD AS INSTRUMENT NO. 20040113-0083147, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO SONIA WILSON BY DEED FROM DAVID BURKE FISH AND WIFE, KELLY BUCKLES FISH, TENANTS BY THE ENTIRETY, OF RECORD AS INSTRUMENT NO. 20161216-0121299, DATED DECEMBER 5, 2016, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 2628 RIVER MEADE WAY, NASHVILLE, TENNESSEE 37214.

MAP & PARCEL 052 13 00 346.00

THE SALE OF THE SUBJECT PROPERTY IS WITHOUT WARRANTY OF ANY KIND, AND IS FURTHER SUBJECT TO THE RIGHT OF ANY TENANT(S) OR OTHER PARTIES OR ENTITIES IN POSSESSION OF THE PROPERTY. ANY REPRESENTATION CONCERNING ANY ASPECT OF THE SUBJECT PROPERTY BY A THIRD PARTY IS NOT THE REPRESENTATION/RESPONSIBILITY OF TRUSTEE(S)/SUBSTITUTE TRUSTEE(S) OR THEIR OFFICE.

THIS SALE IS SUBJECT TO ANY UNPAID TAXES, IF ANY, ANY PRIOR LIENS OR ENCUMBRANCES, LEASES, EASEMENTS AND ALL OTHER MATTERS WHICH TAKE PRIORITY OVER THE DEED OF TRUST UNDER WHICH THIS FORECLOSURE SALE IS CONDUCTED, INCLUDING BUT NOT LIMITED TO THE PRIORITY OF ANY FIXTURE FILING. IF THE U.S. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, THE STATE OF TENNESSEE DEPARTMENT OF REVENUE, OR THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORK FORCE DEVELOPMENT ARE LISTED AS INTERESTED PARTIES IN THE ADVERTISEMENT, THEN THE NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO THEM, AND THE SALE WILL BE SUBJECT TO ALL APPLICABLE GOVERNMENTAL ENTITIES RIGHT TO REDEEM THE PROPERTY, ALL AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 28 U.S.C. 2410 (C). THE NOTICE REQUIREMENTS OF T.C.A. 35-5-101 ET SEQ. HAVE BEEN MET.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE.

IF YOU PURCHASE A PROPERTY AT THIS FORECLOSURE SALE, THE ENTIRE PURCHASE PRICE IS DUE AND PAYABLE AT THE CONCLUSION OF THE AUCTION IN THE FORM OF A CERTIFIED/BANK CHECK MADE PAYABLE TO OR ENDORSED OVER BY THE LAW OFFICE OF J. PHILLIP JONES. NO PERSONAL CHECKS WILL BE ACCEPTED. AMOUNTS RECEIVED IN EXCESS OF THE WINNING BID WILL BE REFUNDED TO THE SUCCESSFUL PURCHASER AT THE TIME THE FORECLOSURE DEED IS DELIVERED.

OTHER INTERESTED PARTIES: MAIN STREET ACQUISITION CORP.; RIVER GLEN PROPERTY OWNERS ASSOCIATION, INC.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is improved property known as 2628 RIVER MEADE

Continued to next column

Continued from last column

WAY, NASHVILLE, TENNESSEE 37214.

J. PHILLIP JONES/ JESSICA D. BINKLEY, Substitute Trustee

1600 HAYES STREET
NASHVILLE, TN 37203
(615) 254-1400
www.phillipjoneslaw.com
www.auction.com
F16-0672
RUN: Aug 3, 10, 17 2016

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AUCTION

1900 SQ. FT. CONDO / AUTUMN CHASE
2 FULL BATHS / 2 CAR GARAGE / PERSONAL PROPERTY
LIVING ROOM FURNITURE / BEDROOM SUITE
SOFAS / COFFEE TABLE
KITCHEN ISLAND / REFRIGERATOR / FREEZER
303 AUTUMN CHASE DR 37214

SATURDAY AUGUST 20TH 10:30 AM

Directions: From Nashville take I-40 East to Briley Parkway Exit # 215B. Take Briley Pkwy. North 3 ½ miles to exit # 10 Right on 2 Rivers Parkway to McGavock Pike left ½ mile to Autumn Chase Dr.

Real Estate Selling First at 10:30 AM. This property... 1980 sq. ft. brick condo has, carpet and hardwood floors, 2 bedrooms, 2 full baths, and central heat and air, and separate dining room. The living room has cathedral ceilings, with a gas fireplace, the kitchen has stainless steel appliances, recessed lighting, plenty of cabinets, built-in pantry, and laundry closet with washer / dryer connections. Off the master bedroom is library / study w/built-in bookcases and a 10 x 13 florida room each with their own heating and cooling. 2 car Garage with electric openers and built in storage. $154.00 per month HOA dues. This is a unique opportunity to purchase a home in a development where sides are rare conveniently located to Opry Mills, Briley Parkway, I-40, I-65, and I-24

Personal Property: Dining room table and chairs, kitchen island, glass, upholstered chairs, wood and glass top, end tables, lamps, candelabras, dresser with mirror, entertainment center, wall hangings, knick-knacks, mirrors, vases, sofas, Wash treadmill, chairs table, armchair w/ ottoman, Magnavox flat screen TV, bed with dresser and double mirrors, chifferobe, hallstree, plant stand, Frigidaire upright freezer, Whirlpool refrigerator, etc.

Terms: CASH. Make Your Own Financial Arrangements, prior to sale. Financing is available through Wilson Bank and Trust, Member FDIC. Equal Housing Lender. Please call Janice Dumbarget, WALS # 447347 at 615-347-5001 for specific information related to financing. 15% Earnest Money Day of Sale Balance at Closing. Deed and Insured Title Furnished by Seller. Sale # 03816

Bobby Colsen Auctioneer
www.colsenauctions.com
$25.00 Will Be Given Away

ABSOLUTE AUCTION!

NO RESERVES!

THURS. AUG. 18TH 6:00 PM
720 BELL ROAD • NASHVILLE

SELLING TO THE HIGHEST BIDDER REGARDLESS OF PRICE!

PRIME DEVELOPMENT, 1 MILE FROM I-24
OPEN PASTURE • WOODS • METAL BARN
LOCATION! LOCATION! LOCATION!
2 ENTRANCES ON BELL ROAD

TERMS: 10% Down Day Of Sale, Balance Due in 30 Days.
10% Buyer's Premium. Drive Out And Make Your Inspections!

From Nashville, I-24 West to Exit 59, Left on Bell Road, Proceed 1.3 Miles to Property On Right.

James R. Cash II Auctions
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Public Notices | Public Notices

ADVERTISEMENT FOR BIDS

Bids are invited for General Contract for the Work of following project(s). Examine documents at Designer's office or Plan Rooms. Obtain documents from Designer per instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding $25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Non-Discrimination policy applies. Project: Roadhouse Center HVAC and Energy Updates, Tennessee Army National Guard, Columbia, Maury County, Tennessee; SBC Project No. 366101-01-2015. Bids Received at: William R. Snodgrass Tennessee Tower, Conference Center North, Room 5.126 (Conference Room D), 3rd Floor, 312 Rosa L. Parks Avenue, Nashville, Tennessee 37243-1102 Date: 1:00 p.m. Local Time (Central Time) On: Thursday, August 18, 2016. Plan Rooms: Dodge Data & Analytics, Nashville, Tennessee; Associated General Contractors, Nashville, Tennessee; Nashville Contractors Association, Nashville, Tennessee; CMD, Norcross, Georgia. Plan Deposit Amount: $1,000.00. Designer: OLG Engineering, Inc., 301 Industrial Boulevard, Tullahoma, Tennessee 37388; Contact: Tim Little, Phone: (931) 454-0745. Pre-Bid Conference: At the Facility, on August 16, 2016 at 1:00 p.m., Local Time (Central Time).

0001478734

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency.

That:
Maxlife at Home of Tennessee, LLC D/B/A Core All Home Care Services
owned by: Molly, LLC
with an ownership type of Limited Liability Company
and to be managed by: CoreAll Management, LLC intends to file an application for a Certificate of Need for: The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 105, Nashville, TN, Davidson County. Maxlife of Home of Tennessee, LLC, DBA CoreAll Home Care Services is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CoreAll Home Care Services. This project will not impact patient care services in this area. It involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $29,225.

The anticipated date of filing the application is: August 12, 2016

The contact person for this project is Mary Ellen Foley, Project Director
who may be reached at: CoreAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Transportation | Transportation

GANNETT Publishing Services of The Tennessean

Night Full-Time Truck Driver Opening @ $15 per hour and Day/Night Part-Time Truck Driver needed @ $14 per hour

Gannett Publishing Services of the Tennessean has an immediate need for a full time and part time truck driver on our night shift. Our truck drivers make deliveries to substations in our circulation area. Candidates must be able to lift and carry 40 lbs. must be DOT certified, possess a CDL class A or B license and have a good driving record. Fridays and Saturdays (end shifts are mandatory) week nights shifts will vary based on the business need.

Starting pay for the full time position is $15 and starting pay for the part time position is $14 per hour.

For the part time openings: shift times vary throughout the week and the average number of hours per week is between 20 and 24.

Apply on line for the full time night shift opening at
http://bit.ly/2aTIPoR
Apply on line for the part time & all day and day openings at
http://bit.ly/2RL50rK
Or call 615-259-8351 or email (mwilson@gannett.com

The full time position offers a full benefits package including paid time off, paid holidays, dental, vision and health benefits, 401K, and six month raise.

Don't let this opportunity pass you by - apply today!

Successful applicants must complete and pass a drug test and background check.

About USA TODAY NETWORK:
The USA TODAY NETWORK is the largest local to national media network in the country. Powered by integrated and augmented by news organizations with a reach of more than 110 local markets, plus USA TODAY, the multiplatform news network informs and engages more than 100 million people every month through its diverse portfolio of digital, mobile, and publishing products.

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Gannett Co., Inc. (NYSE: GCI) is a good equal opportunity employer. We are a drug free, EEO employer committed to a diverse workforce. We will consider all qualified candidates regardless of race, color, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity, family responsibilities, disability, education, political affiliation or veteran status.

Auctions | Auctions

AUCTION

Saturday, August 13, 2016 @ 10:00 A.M.
3700 Brickmont Drive-Nashville
Brick Home-Corner Lot-Convenient Location
Seller-Middle TN Drug Task Force

REAL ESTATE-4 bedroom, 2 bath brick home with large living room, separate dining room, kitchen, CHA, and garage. Fenced back yard and patio. Home sits on a large corner lot with two driveways. Home is convenient to Briley Parkway, I-65, and minutes to the downtown Nashville amenities

TERMS: 10% down day of sale with balance due on or before 45 days from sale date. There will be no extensions. Seller reserves right to confirm. Title insurance will not be available due to the fact the property was purchased at a tax sale in 2014.

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Public Notices | Public Notices

0001496799

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: Tenn SAA, LLC d/b/a Providence Surgery Center, an existing ambulatory surgical treatment center (ASTC) provider, owned by: Tenn SAA, LLC with an ownership type of limited liability company and to be managed by: USP Tennessee, Inc. intends to file an application for a Certificate of Need for the conversion of the existing ASTC, which is limited to orthopedic and pain procedures, to a multispecialty ASTC at 5002 Crossing Circle, Suite 110 in Mount Juliet, TN, 37122 (Wilson Co.). No renovation or new construction is required. No major medical equipment will be purchased. As part of the project, the existing two operating rooms and one procedure room will be redesignated as part of a multispecialty ASTC. Total project costs are estimated to be $235,367.

The anticipated date of filing the application is August 15, 2016.

The contact person for this project is Byron R. Trauger, Esq., Counsel to Applicant, who may be reached at Trauger & Tuke, 222 Fourth Avenue North, Nashville, TN 37219, 615-256-8585.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

0001476825

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:
VIP Home Nursing & Rehabilitation Service, LLC D/B/A CoreAll Home Care Services, Home Health Agency
owned by: CoreAll, LLC
with an ownership type of Limited Liability Company
and to be managed by: CoreAll Management, LLC intends to file an application for a Certificate of Need for: VIP Home Nursing and Rehabilitation Service, LLC D/B/A CoreAll Home Care Services, located at 4015 Travis Drive, Suite 105, Nashville, TN, 37211, Davidson County, intends to add the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman to their licensed service area for Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford, Williamson, Smith, Clay, Jackson, Overton, Putnam, Dekalb, Van Buren, White, Warren, Wistle, Perry and Cannon. These six counties will be acquired with the surrender of these same six counties, including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC DBA CoreAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care services in this area. It involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. Anticipated cost of the project is $21,000.

The anticipated date of filing the application is: August 12, 2016

The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CoreAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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LEGALS

Apartments Unfurnished

MT. PLEASANT - Clarke Manor Apartments, 1-BR, $375/mo, 2-BR $475/mo, 3-BR $600/mo. Water sewer, garbage pickup included. Weekly rates available for 1-BR and 2-BR. Section 8 accepted with application approval. $350 deposit. (931)797-2309.

FOR LEASE
1, 2, & 3 Bedroom Apartments,Condos, Duplexes and Houses in the Columbia, Neapolis and Spring Hill Area from $550 to $1725 a month. For current availability call Deborah (931)388-0412 or (931)626-8980 nights and weekends (until 7pm only)
see also our website: mcbroomhomes.net

TROTWOOD APARTMENTS
Close to Downtown
906 Trotwood Avenue
1 & 2 Bedroom
ALL APPLIANCES
No Pets
(931)388-1211 EHO.

Commercial Property

1,000SQ.FT. RETAIL/ Office space available. Hwy. 31-Neapolis. (931)698-1760.

Houses Unfurnished

2BR C/H and air. Redecorated $500 Monthly also a deposit down. References needed. Call (931)968-3181.

3/4 Bedroom with 2 baths. Starting at $695-$995 monthly. In Malibu. Call Don (931)334-3898.

HOME FOR Rent- Mt. Pleasant, Adams St. 2BR, 1BA, Electric CHA, Stove, refrigerator, microwave. No utilities, no pets. $600 month, $500 Deposit. Call (931)797-2309.

FOR DOZENS MORE

GO TO
The Daily Herald.
WEBSITE:
c-dh.net
or
columbia.jobs.
careercast.com

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Brand new Doublewides, and singlewides.
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COUNTRYSIDE VILLAGE
200 Early Road
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Licensed by the TN Dept. of Revenue NMLS# 203331

Houses Unfurnished

HOUSE FOR RENT. North Columbia. Jackson Heights Subdivision. 2/3 Bedrooms. NO PETS. $1,000 month. $1,000 desposit. (615)794-9921.

PROPERTY MANAGEMENT Services. Residential, Commercial. DUCK RIVER REALTY, (931)381-3655.

RIVERSIDE- 4BR, 2BA with unfinished basement. Stove, dishwasher, NO fridge. Hardwood floors. No pets. $1,100 month, $1,100 deposit. Duck River Realty, (931)381-3384.

TROTWOOD- 4BR, 2BA, basement with 2 car garage. No kitchen appliances. No pets. $1,300 month, $1,300 deposit. Duck River Realty, (931)381-3384.

VERY NICE Brick home, 3BR, 2BA, new carpet, w/ carport. $1,300 mo. plus deposit. Call (931)626-4518.

ALL THE
HELP WANTED
ADS IN OUR CLASSIFIED SECTION ON
TUESDAYS, THURSDAYS & SUNDAYS
The Daily Herald.

Lots For Sale

LAND FOR Sale By Owner, 5 acre tracts and larger tracts. Over 500 acres of beautiful land divided. Only three miles from Pulaski. Public water and electricity. Terms available. Please call, (931)363-5349.

Mobile Homes-Rent

1, 2 & 3 Bedrooms, with stove and frig. Washer and dryer hook-ups. Owner pays all utilities. We mow your yard. No rental references required. No Pets.
388-1485

EQUAL HOUSING OPPORTUNITY

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, handicap, family status, sex or national origin, or an intention to make any such preference, limitation or discrimination".

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

Mobile Homes-Rent

2 & 3 BDR Doublewides
2 & 3 BDR Singlewides
Gas & Electric
Furnished
Washer & Dryer Hookups
NO PETS
Close to Wal-Mart
381-3873

Mobile Homes-Rent

$120 A Week- 1 bedroom mobile homes for rent. Utilities furnished. Call for availability. (931)388-1485. No pets.

CLEAN 3BR, 2BA, country setting near Spring Hill. Appliances, no pets. $750 month. (931)490-1815.

EXTRA NICE Doublewide. 3 Bedroom, 2 Bath. $700 month. Call (931)548-2039.

Mobile Homes-Rent

FREEDOM HOME BUYERS. MOBILE Home Community. 1 and 2 BR, utilities included. Call (615)454-0105.

Office-Rent

6,000SQ.FT. WAREHOUSE with office. Spring Hill. (931)698-1760.

PRIME OFFICE SPACE DOWNTOWN and Around - Let us know your needs. Call (931)388-2937.

Transportation

Automobiles

PUBLIC AUCTION-GARAGE Keeper's Lien: 1994 Chevy Blazer, 6.5 L, Diesel, 186658 Miles, 4WD, Automatic. Vin: 1GNEK18SORJ354921. Location: Dixie Diesel, Inc. 200 East 16th Street, Columbia. Date: Thursday Sep01 at 2:00pm.

CHILD CARE SERVICES

Automobiles

FOR SALE 2000 Jeep had another motor put in it. 80,000 miles, new tires. Backed into right side, drives fine. $2000 OBO. Call (931)626-3402

Want To Buy-Trade

CASH FOR CAR$. For Cars, Trucks and Vans. Running or not. No title no problem. Call Mike (931)215-6434.

INVITATION TO BID

Columbia Power and Water Systems request to receive bids on the following items:

DIGITAL CAPABLE RADIO REPEATER SYSTEM

Specifications are on file at the office of the purchasing manager. Sealed bids will be received at the office of the purchasing manager, James R. Clark, Columbia Power and Water Systems, 201 Pickens Lane, Columbia, TN 38401 until 2:00 p.m. (local time) September 9, 2016.

Aug. 10 1tc

Safe Storage
606 Lion Parkway, Columbia, TN 38401
FORECLOSED UNIT SALE
Saturday August 27th, 2016
10:00 AM

Customer	Unit
Joan Barbosa	121
Marquitues Biggers	320
Phyllis Braden	031
Marvin Brooks	098
Les Buttrey	192
Lateisha Camel	166
Kristal Cline	165
Justin Fralix	212
Gary Hannah	268
Tristen Kelly	144
Tiffanny Martin	264
Shavita Mayes	052
Miller James/Melissa	024
Lisa Parent	012
Darryl Shepard	069
Demond Sowell	814
Cincotta Williams	454

Aug. 10, 24, 26 3tc

Carriers Needed In Spring Hill, Mt. Pleasant, Lynnville, Columbia, Sante Fe & Culleoka Areas

Earn $400 - $600 per month
a Valid Driver's License and a Reliable Vehicle are required

Call Steve at (931)388-6464 or come by the main office at 1115 S Main St, Columbia, TN 38401.

The Daily Herald.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services 135 Kennedy Drive, Martin, TN 38237, 731-587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building
9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Aug. 10 1tc

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This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services. Home Health Agency owned by: CareAll, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4015 Travis Drive, Suite 102, Nashville, TN 37211, Davidson County intends to add the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford,. Williamson, Smith, Clay, Jackson, Overton, Putnam, Cumberland, Dekalb, Van Buren, Warren, White, Perry, and Cannon. These six counties will be acquired with the surrender of these same six including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care, involves no construction or capital expenditure or the acquisition or modification of any items of major medical equipment. Anticipated cost of the project is $21,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services 135 Kennedy Drive, Martin, TN 38237, 731-587-2996

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Aug. 10 1tc

NOTICE TO CREDITORS
As required by TCA §30-2-306
P-179-16

Notice is hereby given that on August 2 of 2016 Letters Testamentary in respect of the estate of Linda F. Gemmell who died 7/22/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Delilah A. Spcod
Executor
Houston Parks
Attorney
Larry M. Roe, Jr.
Clerk & Master

Aug. 10, 17 2tp

NOTICE TO CREDITORS
As required by TCA §30-2-306
P-178-16

Notice is hereby given that on August 2 of 2016 Letters Testamentary in respect of the estate of Lynn Harold Russell who died 7/12/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Daniel Claude Russell
Executor
Pro Se
Attorney
Larry M. Roe, Jr.
Clerk & Master

Aug. 10, 17 2tp

NOTICE TO CREDITORS
As required by TCA §30-2-306
P-167-16

Notice is hereby given that on July 21 of 2016 Letters Testamentary in respect of the estate of Ruby Jean Thurman Hood who died 7/16/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1) (A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Paul Breeden
Executor
Beverly Rayburn
Attorney
Larry M. Roe, Jr.
Clerk & Master

Aug. 3, 10 2tp

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Buffalo River Review

Email Addresses
Ads or General Information:
brreview@tds.net
News Copy Only:
brreditor@tds.net

PO Box 914 • 115 South Mill St.
Linden, TN 37096
(931)589-2169 • Fax (931)589-3858

Website:
www.buffaloriverreview.com

RE: LETTER OF INTENT

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
COUNTY OF PERRY

I, Sherri Groom, do swear that I am General Manager of the *Buffalo River Review*, a weekly newspaper published in Perry County, Tennessee, Town of Linden, having an actual and bona fide circulation in Perry County and that the NOTICE, of which the annexed and attached is a true copy, was published for ONE (1) consecutive weeks, as follows, to-wit:

Wednesday, August 10, 2016

Sherri Groom

Sherri Groom, General Manager
The *Buffalo River Review*

Subscribed and sworn to before me this 10th day of August, 2016.

Ginger Edwards

Ginger Edwards, Notary Public

GINGER EDWARDS
STATE OF TENNESSEE NOTARY PUBLIC
PERRY COUNTY, TENN.

My commission expires April 30, 2017

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Linden Community News
By: Peggy Smotherman

As Billie did, I tell the tale that was told to me.

On Monday, August 1, 2016, Superintendent of Schools Eric Lomax presented Nanette Arnold with the Perry County Teacher of the Year Award. Congratulations, Nanette! We are proud that you are being recognized for all of the hard work that you do for your students. Other teachers selected as Teacher of the Year from their schools were Blake Skelton, Jeanine Westbrooks, Marti Lomax, and Amanda Duke. Congratulations to all of these exceptional teachers. You are appreciated!

Perry Community Hospital
Services Include:
-Established Outpatient Dept
-Medical & Surgical Care
-Swing Bed Unit
-Emergency Care 24 Hrs Per Day, 7 Days A Week
-Skilled Staff Program
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Linden, TN 37096
(931)589-2121 • Fax 589-3331
Community News Sponsor

Zula Horner turned 98 years young on August 1, 2016. I called to wish her a happy birthday and she said they had been celebrating for two days. Her children came and carried her out to eat on Sunday night. They brought a big birthday cake on Monday for Zula to share with her friends. She received many nice gifts and several birthday cards. Zula is doing well and seems to like her new home although she still misses her relatives and friends in Perry County. She is always glad to hear from Perry County folks! We are glad that she had a great birthday and hope that she has many more.

Rita Jones is asking for prayers for her 10 year-old nephew Jonathan Wheeler. I believe she said that he had Hodgkin's lymphoma. He had several treatments last year and seemed to be doing well until he went to his doctor for a checkup and learned that he would have to have more treatments. Jonathan is Rita's sister Jean Griggs' grandson. Jean plans to take Jonathan to Six Flags next weekend before he has to start his treatments. Please keep Jonathan in your prayers. We hate for anyone to be sick, but it seems worse when it is a child.

We were sorry to learn that Glenda Barber Edney passed away on Friday, July 29, 2016 at her home. Visitation was held at Young Funeral Home on Saturday evening with funeral services there on Sunday, July 31, 2016 with Bro. DeWayne Barnes officiating. Burial was in the Hunt Hill Cemetery on Spring Creek. We send our sympathy to her husband William Edney, her children Stephanie (Joe) Choate, Michael (Kimby) Edney, and Timothy Edney; her brother Johnny (Nina) Barber, her grandchildren, and the rest of her family. My sister Billie Davis used to work with Glenda and she always thought a lot of her. Please keep this family in your prayers.

Blake Ayers & Ashley Dunn were married in a beautiful ceremony on Saturday, July 30, 2016 at The Bent Cedar—the home of Eric & Donna Culp—on Highway 128, Clifton, Tennessee. Ashley is the daughter of Ms. Tammy Dunn and the granddaughter of Joe Dunn and the late Ann Dunn of Linden. Blake is the son of Donna & Eric Culp and Roger Ayers and the grandson of Kenneth & Peggy Warren of Linden and the late Eddie Ayers and Ann Hinson of Hohenwald. A big crowd attended the wedding and reception. They were blessed with sunshine to add to the beauty of their outdoor other family members had everything beautifully decorated. Congratulations, Blake & Ashley! We wish you both the best.

We were saddened to learn that Lillian Coleman Qualls passed away on Saturday, July 30, 2016 at Westwood Healthcare Center in Decaturville. Funeral services were held on Monday, August 1, 2016 at Young Funeral Home with Keith Fulton officiating. Burial was in the Hunt Hill Cemetery. We send our sympathy to her sons Clark (Angela) Lindsey and Mark "Tommy" (Valerie) Lindsey, her grandchildren, and the rest of her family. Lillian worked for many years at Johnson Controls and she had many friends. Lillian was such an outgoing person and her laugh was contagious. She could have you smiling even if you were in a bad mood. Please keep her family in your thoughts and prayers.

Gina Erisman visited with Mama (Essie King) on Saturday. Gina was Mama's first grandchild and she can always brighten her day. Mama is improving slowly and we hope that she keeps getting better.

Paul & Tara England recently spent several days in Canada. They were on a vacation sponsored by the company for which Paul works. They spent part of the time in Vancouver and a few days in Whistler. They really had a good time and said that the scenery was beautiful, but I believe they were happy to be back home in Texas on Monday night.

The ninth annual Blake Thomas Arnold Memorial Golf Tournament was held at the Buffalo River Country Club on Saturday, July 30, 2016. First place winners were Eric Lomax, Jimmy Miller, Barry Cunningham, and Mark Mathis. Second place went to Phil Corbin, Woody Adams, Larry Dunn, and Steve Brumlow; and coming in third place were Brent Hinson, Peyton Hinson, Johnny Hinson, and Terry Richardson. Since these tournaments have been held, $16,000 in scholarships has been awarded to Perry County students. Four of these recipients—Peyton Hinson, Dedra Irwin, Drew Irwin, and Jeremy Hickok—played in the tournament on Saturday. Nanette Arnold appreciates all those who played in the tournament, those who worked or donated items, or helped in any way. A special thank you goes to Brian Marrs who donated all the ribs and chicken which was sold after the tournament. Brian and Blake were best friends for many years.

We hated to hear of the death of J.D. Kelley who passed away at ECM Hospital in Florence, Alabama on Monday, August 1, 2016. J.D. had been a resident of Hardin Home in Savannah for the last few years, but he lived for many years in the Bend of the River. He was a friend of our family for many years, and we could not have asked for a better neighbor. He would share vegetables from his garden and was always ready to help in any way he could. On Sunday, I went by the nursing home to see J.D. and was told that he was in the hospital there in Savannah. I went to the hospital and the doctor said he had been transferred to ECM Hospital in Florence because his condition had gotten so much worse and he needed to be in ICU. I knew it was very serious when the doctor said, "Just pray for him." J.D. made it through the night, but passed away on Monday. Visitation has been scheduled for Friday evening at Shackelford Funeral Home in Waynesboro with funeral there on Saturday, August 6, 2016. We will miss J.D.

Those celebrating birthdays this week are Sandra Warren, Melanie Pace, and Easten Coblentz on August 10th; Matthew Dane Lineberry Miles Lee Baker, and Sandra Marie Mercer on the 11th; Brent Garrison, Carolyn Taylor, Elizabeth Paschall, Henry McMorris, Sarah Seiber, Sutherlane Tubbs, Carol Bunch, Leanne Rosson, and Georgia Mae Prosser on the 12th; Chasy Qualls Jacobs, Daniel Pope, James Edney, Michelle Staggs, Leigh Ann Tucker, Brownie Barber, Michelle Rogers, Melinda Breaud, and Bill Trull on the 13th; Jennifer Warren Kilpatrick, Judy Kelley, Cathy Roberts, Patricia Carroll, Mariah Higgins, Loretta Holder, Kensley Vaughn, Loretta Richardson, Warren Brunette, and my son-in-law Paul England on the 14th; Era Nell Pevahouse, Lauren Bunch, Taylor Graves, Tommy Jack Worley, Brailen Tucker, Ruth Hooper, Bobbie Steele, Anthony Bledsoe, Billy Icenogle, and Scott Bledsoe on the 15th; Bobby Garner, Susan Harper, Susan Mackin, Jimmy Moore, Jayanna Inman, Zach Dill, Richard Beasley, Jason Holder, Chelsea Barber, Donna Eaves, my niece Amber Lancaster, and my sister Barbara Williams on the 16th.

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Highly Experienced
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4 assoc. of therapy
In-house Skilled Services including:
Rehab Services
PT
OT
SPL
Call for more information
931-589-2134
Community News Sponsor

Couples celebrating their anniversaries this week are Wallace & Kathy Pevahouse on August 10th; Gil & Ginger Cagle and Terry & Cynthia "Sam" Mangrum on August 11th; James & Nova Cotton on August 13th; and Scott & Joy Breeding on August 16th. We hope that all of these couples enjoy their special day.

On this week's prayer list are Clemy Denton, Sue Ann Durden, Nancy Conner, Thomas Graves, June Hinson, Doris Burdette, Terry Phillips, Chub & Susan Mackin, Greg Hinson, McKenzie Denton, Kenneth Warren, Dean Lomax, Essie King, Doris Halford, Becky Cunningham, Diane Bledsoe, Jane Davis, Jonathan Wheeler, Jerry Barber, Don Adkins, Mary Cruse, Donald Warren, Dakota Graham, Shirley Adkins, Mary Lou Johnson, Verna Lee Richardson Pryor, Lorene Mathis, John & Joan Jackson, David & Ada Hancock, Sonny Arnold, Vivian Long, Peggy Smith, Wallace "Fub" Holder, Robert Spencer, Gail Brown, Sophie Ryan, Gene Hester, Norma Jean Warren, Gary Cook, and many others.

Please remember to pray for all of our military: Chris Aderhold, Amy Campbell, Jason Crews, Tyler Davidson, William DePriest, Nathan Fortner, Charles Hickok, James Howard Hollis, David Killian, Jason Killian, Shawn Killingsworth, Tommy Lindsey, Hunter McCann, Shawn McGee, Clay Pepe, David Schmidt, Eric Sutfin, Johnny Westbrooks, Kevin Wilson and all others serving our country. We pray that God will keep them out of harm's way and bring them home safely.

MLEC Poster Contest Opens

Lewis Electric Cooperative's annual poster contest is underway. To enter, students are asked to design a poster illustrating ways to be safe around electricity using the theme "#MLECEverydaySafe."

There are two grade divisions: K-2 and 3-5. Winners will be chosen in each division in each county (Hickman, Houston, Humphreys, Lewis and Perry counties) served by MLEC.

Awards will be presented at MLEC member meetings in October, and winners will be notified by mail. Each first place winner will receive $25 and a bicycle. Second place winners receive $25, and third place winners receive $20.

Seven honorable mention winners will also be recognized in each county in each division and win $10 each. All winners will receive an award certificate.

Additionally, all first place winners will be entered in the five-county contest and compete for an overall prize of $100!

Submissions are due to local schools or any MLEC office by 4:30 p.m. on September 13. Entry forms are being delivered to area schools and are available online. Home-schooled students are also eligible.

Contest Rules:

--Poster Size -- ½ of a full-size poster board (turned so that it is more wide than tall.)

--The title "#MLECEverydaySafe" must be on the poster.

--If materials are applied to the poster, they should not make it more than 2 inches thick.

--A completed identification tag must be taped or glued securely to the back of the poster in the top, right-side corner. If a tag is not available, details can be printed directly on the poster. Details to include are the student's name, gender, parent names, address, phone number, grade, school, and teacher. If the information is missing or incomplete, the poster will not be judged.

For more information, contact your teacher, MLEC Manager of Member Services Vanessa Claybourn at (931) 729-7332, or e-mail power@mlec.com.

MLEC, your source for safe, low-cost, reliable electricity, is non-profit and member owned, serving over 33,500 meters in Hickman, Houston, Humphreys, Lewis and Perry counties. Visit www.mlec.com to learn more.

Life Line Screening Offered in Parsons

Residents living in and around the Parsons can learn about their risk for cardiovascular disease, osteoporosis, diabetes, and other chronic, serious conditions with affordable screenings by Life Line Screening.

Decatur County Convention Center will host this community event on August 22, 2016, at 1925 Highway 641 S. in Parsons.

Screenings can check for:

--The level of plaque buildup in your arteries, related to risk for heart disease, stroke and overall vascular health;

--HDL and LDL Cholesterol levels;

--Diabetes risk;

--Bone density as a risk for possible osteoporosis;

--Kidney and thyroid function, and more;

Screenings are affordable, convenient, and accessible for wheelchairs and those with trouble walking. Free parking available.

Packages start at $149, but consultants will work with you to create a package that is right for you based on your age and risk factors.

Call 1-877-237-1287 or visit our www.lifelinescreening.com. Pre-registration is required.

PUBLIC NOTICES

Legal Notices can be viewed at our website: www.buffalorivernews.com under the Public Notices tab. Other TPA newspapers posting legal notices online may be found by visiting: www.tnpublicnotice.com (a division of tnpress.com).

NOTICE OF GRAND JURY MEETING

"It is the duty of your Grand Jurors to investigate any public offense they know or have reason to believe has been committed and which is triable or indictable in this county. Any person having knowledge or proof that such an offense has been committed may apply to testify before the Grand Jury subject to the provisions of Tennessee Code Annotated, 40-12-104." The foreperson of this county is presently: Loyd (Sam) Ward, 208 Lloyds Lane, Linden, Tennessee 37096.

"The Grand Jury will meet on Monday, the twenty-second day of August, 2016, at 9:00 A.M. You may be prosecuted for perjury for any oral or written statement which you may make under oath to the grand jury, when you know the statement to be false, and when the statement touches on a matter material to the point of the question."

This the 22nd day of July, 2016.

Peggy K. Smotherman, Circuit Court Clerk
Perry County, Tennessee
B 8/17

NOTICE TO CREDITORS

Estate of WILLIAM ARWIN STOVER, Late of PERRY County, Tenn.

Notice is hereby given that on the 26th day of July, 2016, Letters of Testamentary in respect to the Estate of WILLIAM ARWIN STOVER, deceased, who died June 26, 2016, were issued to the undersigned by the Chancery Court of Perry County, Tennessee.

All persons, resident and non-resident, having claims, matured or unmatured against the Estate are required to file the same in triplicate with the Clerk of the above named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claim will be forever barred.

(1) (A) Four (4) months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting); or
(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1) (A); or
(2) Twelve (12) months from the decedent's date of death.

This the 26th day of July, 2016.

Scott Vale Stover, Executor
Estate of WILLIAM ARWIN STOVER
Charlene Brown, Perry County Clerk & Master

WOOD LAW OFFICES, P.C.
Ricky L. Wood, Attorney
P.O. Box 636, Parsons, TN 38363
Pd 8/17

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for [PROJECT DESCRIPTION BEGINS HERE]:The relocation of its principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, 37211, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Service is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237, (731)587-2995.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Pd 8-10

AUCTION
Saturday, August 13, 2016 at 10:00 AM
249 Luna Street ★ Decaturville, Tennessee

Selling 1344 sq. ft. brick house with 3 acres of land and the personal property of the Lucille Pratt estate, house has 3 bedrooms 1 1/2 baths, new shingle roof, new HVAC and duct work in 2012, new windows, new attic insulation and gutters. This house was built in 1964 and therefore the lead paint notice applies.
★ Personal Property ★
Large 5 Pc. Wood Dining Rm. Set
5 Pc. Wood Dinette Set
GE Refrigerator
Pots, Pans and Dishes
Curved Glass Curio Cabinet
Floral Couch & End Tables
Large Flat Screen TV
Small Flat Screen TV
Entertainment Center
Towels & Linens
Large Storage Cabinet
Antique Chest of Drawers
Old 4 Drawer Chest
Queen Bed, Headboard & End Table
Small Round Table
6 Drawer Chest
Metal Day Bed
2 Large Closet Size Cabinets
Hot Point Washer & Dryer
Riding Lawn Mower
Terms: Real Estate - 10% down at time of the sale, balance at closing within 30 days. Personal Property - CASH or GOOD CHECK at time of sale.
Announcements made day of AUCTION will take precedence over ALL advertising.
For more information contact:
SOUTHEASTERN AUCTIONEERS
PO Box 424 • Decaturville, TN • TN License #4149
Col. Don Davis
Broker & Auctioneer Lic #1155
731-849-4584
Col. Jamie Martin
Auctioneer Lic #4478
731-852-4818

Public Notices

More Public Notices on Page 12

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated December 10, 2012, and the Deed of Trust of even date securing the same, recorded December 14, 2012, in Book No. TD215, at Page 1219, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by Lisa R. Stanfield and Joshua L. Stanfield, conveying certain property therein described to Old Republic Title Company of Tennessee as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Crescent Mortgage Company, its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Wells Fargo Bank, NA.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Wells Fargo Bank, NA, will, on September 20, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

This being a certain lot or parcel of land lying and being situated in the Second Civil District of Humphreys County, Tennessee, located in the City of Waverly, Tennessee and being Lot 5, Section D of Hidden Hills Subdivision, a plat of which is of record in Plat Cabinet A, Slide 107, Register's Office of Humphreys County, Tennessee, to which reference is hereby made for a more complete description.

ALSO KNOWN AS: 117 Hidden Hills Drive, Waverly, TN 37185

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

LISA R. STANFIELD
JOSHUA L. STANFIELD

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315919

DATED July 22, 2016

WILSON & ASSOCIATES,
P.L.L.C.,

Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication dates: July 27, August 3, August 10, 2016

NOTICE OF FORECLOSURE SALE

STATE OF TENNESSEE, HUMPHREYS COUNTY

WHEREAS, Gary Moran executed a Deed of Trust to Mortgage Electronic Registration Systems, Inc. as nominee for Sellers Financial Group, Inc, Lender and Dickson Title, LLC, Trustee(s), which was dated November 17, 2005 and recorded on November 28, 2005 in Book TD195, Page 1095, Humphreys County, Tennessee Register of Deeds.

WHEREAS, default having been made in the payment of the debt(s) and obligation(s) thereby secured by the said Deed of Trust and the current holder of said Deed of Trust, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, (the "Holder"), appointed the undersigned, Brock & Scott, PLLC, as Substitute Trustee, by an instrument duly recorded in the Office of the Register of Deeds of Humphreys County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Holder, and that as agent for the undersigned, Brock & Scott, PLLC, Substitute Trustee, by virtue of the power and authority vested in it, will on August 30, 2016, at 12:00PM at the usual and customary location at the Humphreys County Courthouse, Waverly, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Humphreys County, Tennessee, to wit:

Lying and being in the Third Civil District of Humphreys County, State of Tennessee, and being more particularly described as follows:

BEGINNING at a stake in the northern margin of Indian Creek Road, same being the Berley Duncan's southeast corner; thence North 7 degrees 21 minutes East 373.10 feet to a stake; thence South 82 degrees 38 minutes East, crossing T. V. A.'s casement, in all 868.70 feet to a stake in the northern margin; South 25 degrees 24 minutes West, again crossing T.V.A.'s easement, 331.20 feet to a stake; thence with a curve in said road with a Radius of 222.224 feet, for a length of 90.472 feet, thence South 48 degrees 44 minutes West 52.01 feet; thence continuing with said curve in said road with a radius of 129.713 feet, for a length of 132.848 feet; thence North 12 degrees 41 minutes West 163.71 feet, thence with a curve in said road with a radius of 967.360 feet, for a length of 112.196 feet; thence North 79 degrees 20 minutes West 93.56 feet; thence with a curve in said road with a radius of 463.779 feet, for a length of 152.010 feet; thence North 60 degrees 33 minutes West 49.23 feet; thence with a curve in said road with a radius of 271.549 feet, for a length of 6.63 feet to the beginning, containing 7.95 acres, more or less, according to a survey by Bob Cummings, Land Surveyor, Tennessee RLS No. 693.

Being the same property conveyed to Gary Moran, unmarried, by deed from Kenneth W. Litton and wife, Janet Litton, dated October 30, 2003, and of record in Book 185, Page 2072, in the Registers Office of Humphreys County, Tennessee.

This conveyance in trust is subject to the right of way of Mill Town Road (also known as Indian Creek Road).

This conveyance in trust is subject to a Grant of Transmission Line Easement of record in Deed Book 68, Page 299, in the Registers Office of Humphreys County, Tennessee.

Parcel ID Number: 099 016.00

Address/Description: *1843 Mill Town Road, McEwen, TN 37101.*

Current Owner(s): *Crystal Bumbalough and Scott E. Bumbalough.*

Other Interested Party(ies): *Wells Fargo Bank, N.A.*

The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; a deed of trust; and any matter than an accurate survey of the premises might disclose; and

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This office is attempting to collect a debt. Any information obtained will be used for that purpose.

Brock & Scott, PPLC,
Substitute Trustee
c/o Tennessee Foreclosure Department
6 Cadillac Drive, Suite 140
Brentwood, TN 37027
PH: 615-550-7697
FX: 615-550-8484
File No.: 16-06663 FC01

Publication Dates: August 03, 10, and 17, 2016

SUBSTITUTE TRUSTEE'S SALE

Default having been made in the payment of the debts and obligations secured to be paid in a certain Deed of Trust executed the 22nd day of June, 2007, Dan Lockhart and Ann Lockhart, Husband and Wife, to Kevin Wilson as Trustee, as same appears of record in the Register's Office of Humphreys County, Tennessee in Book TD 201, Page 2841-2852 and John B. Philip or Paul N. Royal or James A. Crisfip, Jr. were substituted in his place and the holder of the note, Northpointe Bank, and the owner of the debt secured having requested the undersigned to advertise and sell the property described in and conveyed by said Deed of Trust, all of the said indebtedness having matured by default in the payment of a part thereof, at the option of the owner, this is to give notice that John B. Philip or Paul N. Royal or James A. Crisfip, Jr., Substitute Trustees, will on Friday, September 2, 2016 commencing at 11:00 a.m. at the north door of the Humphreys County Courthouse, Waverly, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property, to wit:

Situated in the County of Humphreys, State of Tennessee:

Property Address: 1762 Sycamore Landing Road, Waverly TN 37185

Property being known as 1762 Sycamore Landing Road, Waverly, Tennessee 37185, and being described as follows: Beginning at a stake in the road from Sycamore Landing to Bakersville and in William Bell's (formerly Mrs. Julie Bell's) East boundary line at the Northwest corner of the formerly M.G. Buchanan tract, now Earl Dreaden's Northwest corner; running thence with the Old Road, North 70 deg. East 541 feet more or less, to an iron pin; thence leaving said road in a Northerly direction 470 feet, more or less, to a point in Dave Anderson's South line; thence South 75 deg. West 525 feet, more or less, to a stake at a bunch of small chestnut stumps at Anderson's and Bell's corner; thence South with Bell's line 495 feet, more or less, to the beginning, containing 5.5 acres, more or less.

This being the same property described by deed of record in Book 191, Page 120, said Register's Office for Humphreys County, Tennessee.

Map 131 Parcel 27.01

Also including a 1996 Clayton Serial # CLA038856TN

OTHER INTERESTED PARTIES: Capital One Bank (USA), N.A.; Heirs of Dan Lockhart; Heirs of Ann Lockhart

The street address of the above described property is believed to be 1762 Sycamore Landing Road, Waverly TN 37185, but such address is not apart of the of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

SALE IS SUBJECT TO TENANT(S) RIGHTS IN POSSESSION.

All right and equity of redemption, Statutory and otherwise, homestead and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but John B. Philip or Paul N. Royal or James A. Crisfip, Jr., Substitute Trustee, will sell and convey only as Substitute Trustee, subject to any prior deeds of trust, real estate taxes, assessments and liens.

The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time.

This office is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

John B. Philip, Paul N. Royal, James A. Crisfip, Jr., Substitute Trustees

Crisfip, Philip & Associates
By: Paul N. Royal, Attorney
901.525.2427

Publication Dates: August 10, August 17 and August 24, 2016

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated January 31, 2013, and the Deed of Trust of even date securing the same, recorded February 4, 2013, in Book No. TD215, at Page 2083, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by Ora J. Martin, II and Traian Maryee Martin, conveying certain property therein described to Robert Wagnon as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Republic State Mortgage Co., its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by JPMorgan Chase Bank, National Association.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by JPMorgan Chase Bank, National Association, will, on September 7, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the corporate limits of the City of Waverly, Tennessee, in the Second Civil District of Humphreys County, Tennessee, and being more particularly described as follows: BEGINNING on an iron stake in the northeast intersection of Sunset Drive and Parker Street, thence North 5 degrees 30 minutes East 126.4 feet to a stake in the east edge of Parker Avenue; thence North 82 degrees 40 minutes East 70 feet to a stake; thence South 3 degrees 05 minutes East 129.50 feet to a stake in the north edge of Sunset Drive; thence South 86 degrees 30 minutes West 88.7 feet to the point of beginning.

ALSO KNOWN AS:
95 Sunset Drive,
Waverly, TN 37185

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

TRAIAN MARYEE MARTIN
ORA J. MARTIN, II

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315859

DATED August 3, 2016

WILSON & ASSOCIATES,
P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication Dates: August 10, 17, 24, 2016.

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on September 7, 2016 at 11:00AM local time, at the north door, Humphreys County Courthouse, 202 Court Square, Waverly, Tennessee, pursuant to Deed of Trust executed by Timothy Wayne Vann and Kathy Michelle Vann, to National Registered Agents, Inc., Trustee, on June 15, 2013 at Book TD216, Page 2080, Instrument No. 13001635; all of record in the Humphreys County Register's Office.

Party entitled to enforce security interest: Nationstar Mortgage LLC, its successors and assigns

The following real estate located in Humphreys County, Tennessee, will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

A certain tract or parcel of land in the Second Civil District of Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the Second Civil District of Humphreys County, Tennessee, within the corporate limits of the City of Waverly, Tennessee, and more particularly described as follows, to-wit:

Being Lot No. 6, Section A, Hidden Hills Subdivision, as more fully shown on plat of said subdivision of record in Plat Cabinet A, Slide 107, Register's Office of Humphreys County, Tennessee, to which reference is here made for a more complete and adequate description.

Being the same property conveyed to Timothy Wayne Vann and Kathy Michelle Vann by deed from Sylvia Elayne Frederick dated March 2, 2007 and recorded March 5, 2007 in Book WD191 at page 373, and Instrument 07000684 in the Register's Office of Humphreys County, Tennessee.

Commonly known as.
103 Oak Ridge Drive,
Waverly, Tennessee 37185

Tax ID: Map 53O Group J Parcel 2.00

Parcel Number: 53O-J-2.00

Current Owner(s) of Property: Timothy Wayne Vann and Kathy Michelle Vann

Street Address: 103 Oak Ridge Dr, Waverly, Tennessee 37185

Any property address provided is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description referenced herein shall control.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified/bank check made payable to or endorsed to Shapiro & Ingle, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time.

Shapiro & Ingle, LLP,
a Tennessee limited liability partnership
Substitute Trustee
10130 Perimeter Parkway,
Suite 400
Charlotte, NC 28216
Phone: (704) 333-8107
Fax: (704) 333-8156
www.auction.com

File No. 16-106891

Publication Dates: August 3, August 10, August 17, 2016

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated November 29, 2010, and the Deed of Trust of even date securing the same, recorded November 30, 2010, in Book No. TD210, at Page 2942, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by James L. Harvey, conveying certain property therein described to Volunteer Title Company, Inc. as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Republic State Mortgage Co, its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by JPMorgan Chase Bank, National Association.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by JPMorgan Chase Bank, National Association, will, on September 7, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the Third Civil District of Humphreys County, Tennessee, in the City of McEwen, and being a lot of land located in the Ridings Subdivision, McEwen, Tennessee, and being more particularly described as follows, to-wit: BEGINNING at a stake in the north margin of Mike Street at the southwest corner of a lot known as Lot 3-B in the Riding Subdivision and said stake being South 72 degrees West 420 feet from the intersection of said Mike Street and Indian Creek Road; running thence North 18 degrees West 150 feet to a stake at the northwest corner of said Lot 3-B and at the southwest corner of Lot 3-D and the southeast corner of Lot 4-D; thence with the south boundary line of Lot 4-D South 72 degrees West 110 feet to a stake at the northeast corner of Lot 5-B and the southeast corner of Lot 5-D and the southwest corner of Lot 4-D; thence with the east boundary line of Lot 5-B South 18 degrees East 150 feet to a stake in the north margin of said Mike Street North 72 degrees East 110 feet to the beginning, containing one (1) lot, known as Lot 4-B of the Riding Subdivision of McEwen, Tennessee, as surveyed and platted by Sam Long, County Surveyor, in February, 1965.

ALSO KNOWN AS:
98 Mike Street,
McEwen, TN 37101

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

JAMES L. HARVEY

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 314138

DATED August 1, 2016

WILSON & ASSOCIATES,
P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication dates: August 10, 17, and 24, 2016.

NOTICE TO FURNISHERS
OF LABOR
AND MATERIALS TO:
Lu, Inc.
PROJECT NO.:
98301-4164-04
CONTRACT NO.: CNP131
COUNTY: Humphreys

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/23/16.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services — Home Health Agency

owned by: Molly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for [illegible]: The relocation of its principal office from 100 Nashville Highway, Columbia, TN Maury County to 4106 Travis Dr, Suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of V.P. Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services. This project will not impact patient care services in the area. Involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley, Project Director

who may be reached at: CareAll Home Care Services, 135 Kennedy Drive

Martin, TN 38237, 731 / 587-2966

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1): (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

[illegible]

315

Public Notices

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on August 23, 2016 on or about 12:00PM local time, at the East door of the McNairy County Courthouse located in Selmer, Tennessee, conducted by the Substitute Trustee as identified and set forth herein below, pursuant to Deed of Trust executed by **DANNY L. REED AND BARBARA M. REED**, to WESLEY D. TURNER, Trustee, on July 25, 2005, at Record Book 376, Page 2344 as Instrument No. 45965 in the real property records of Mcnairy County Register's Office, Tennessee.

Owner of Debt: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC, ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-W3

The following real estate located in Mcnairy County, Tennessee, will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

A CERTAIN TRACT OR PARCEL OF LAND IN MCNAIRY COUNTY, IN THE STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

LYING AND BEING IN THE 10TH. CIVIL DISTRICT OF MCNAIRY COUNTY.

BEGINNING AT AN IRON STAKE ON THE SOUTH SIDE OF FINGER BLACK TOP ROAD, ADA WAMBLE SIMPSON AND K. A. SIMPSON NORTH WEST CORNER; RUNS THENCE WEST DOWN SAID BLACK TOP ROAD FIVE HUNDRED FIFTY FOUR FEET TO A IRON STAKE ON THE F. E. NAYLOR LINE; THENCE SOUTH TWO HUNDRED AND FORTY FEET ALONG F. E. NAYLOR LINE TO A IRON STAKE; RUNS THENCE EAST ALONG F. E. NAYLOR'S AND JIMMY NAYLOR'S LINE TO ADA WAMBLE SIMPSON AND K. A. SIMPSON SOUTH WEST CORNER FOUR HUNDRED AND FORTY SIX FEET TO A IRON STAKE, RUNS THENCE NORTH TWO HUNDRED AND TWENTY FEET TO THE POINT OF BEGINNING, (BLACK TOP ROAD), CONTAINING TWO AND THREE QUARTERS ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO DANNY L. REED AND WIFE, BARBARA D. REED FROM JAMES R. MCKENZIE AND WIFE, LORAINE MCKENZIE BY DEED DATED 04-11-1970 AND RECORDED 05-01-1970 OF RECORD IN BOOK 68, AND PAGE 136, REGISTER'S OFFICE FOR MCNAIRY COUNTY, TENNESSEE.

Tax ID: 12-050.01

Current Owner(s) of Property: DANNY L. REED AND BARBARA M. REED

The street address of the above described property is believed to be 1613 FINGER LEAPWOOD ROAD, FINGER, TN 38334, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description referenced herein shall control.

SALE IS SUBJECT TO OCCUPANT(S) RIGHTS IN POSSESSION.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE. IF THE SALE IS SET ASIDE FOR ANY REASON, THE PURCHASER AT THE SALE SHALL BE ENTITLED ONLY TO A RETURN OF THE DEPOSIT PAID. THE PURCHASER SHALL HAVE NO FURTHER RECOURSE AGAINST THE GRANTOR, THE GRANTEE, OR THE TRUSTEE.

OTHER INTERESTED PARTIES: JUDGMENT IN FAVOR OF MCNAIRY COUNTY, TENNESSEE

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If applicable, the notice requirements of T.C.A. 35-5-117 have been met.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

If the U.S. Department of Treasury/IRS, the State of Tennessee Department of Revenue, or the State of Tennessee Department of Labor or Workforce Development are listed as Interested Parties in the advertisement, then the Notice of this foreclosure is being given to them and the Sale will be subject to the applicable governmental entities' right to redeem the property as required by 26 U.S.C. 7425 and T.C.A. §67-1-1433.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

MWZM File
No. 14-000979-670

JASON S. MANGRUM, JOHN R. ROAN, or JERRY A. BRIDENBAUGH, Substitute Trustee(s)
Premier Building, Suite 404
5217 Maryland Way
Brentwood, Tennessee 37027
PHONE: (615) 238-3630
EMAIL: tnsales@mwzmlaw.com

23162 11, 12, 13

IN THE JUVENILE COURT OF MCNAIRY COUNTY, TENNESSEE

STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES.

PETITIONER

vs.

NO. 2016-JV-64

Kayla Michelle Hatley aka Jones and Kegan Tyler Blaine Hatley,

RESPONDENTS.

IN THE MATTER OF: Kensley Grace Hatley, D.O.B. 2/17/15

A Child Under Eighteen (18) Years of Age

ORDER OF PUBLICATION

It appearing to the Court from the allegations of the Petition in this cause and the affidavit of the Petitioner that the whereabouts of the Respondent, Kegan Tyler Blaine Hatley, are unknown and that ordinary process of law cannot be served upon him,
It is, therefore, ordered that Respondent, Kegan Tyler Blaine Hatley, be served by publication of the following notice for four (4) consecutive weeks in the Independent Appeal, a newspaper circulated in McNairy County, Tennessee.

TO KEGAN TYLER BLAINE HATLEY:

The State of Tennessee, Department of Children's Services, has filed a petition against you seeking to terminate forever your parental rights to Kensley Grace Hatley, born February 17, 2015; on the grounds that you have willfully abandoned this child and for other reasons. It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are, therefore, ordered to respond by appearing in Court or filing an Answer to the Petition filed against you. A copy of the Petition may be obtained at the office of the Juvenile Court of McNairy County, Tennessee, in Selmer, Tennessee. This notice will be published for four consecutive weeks. The last date of publication will be 8/10/16. You must appear in Court on 9/19/16 at 10:00 a.m., to appear or defend or file an Answer within 30 days or a Default Judgment or judgment on the facts will be taken against you and a hearing to terminate your parental rights will be set. All future hearings and/ or documents filed in this cause shall be filed with the clerk and shall be considered as service upon you. You may request your copy from the clerk.

ENTERED this 11th day of July 2016
/s/ Van McMahan, Judge

PREPARED FOR ENTRY:
/s/ Delana H. Neill,
BPR #026499

Attorney for the State of Tennessee Dept. of Children's Services
225 Martin Luther King Drive
Jackson TN 38301
(731) 421-2000

23032 10, 11, 12, 13

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by Molly, LLC with an ownership type of Limited Liability Company and to be managed by CareAll Management, LLC intends to file an application for a Certificate of Need for the relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County, Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll HOme Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
23243 13

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Pavement Restorations, Inc.
PROJECT NO.: 98049-8216-14
CONTRACT NO.: CNQ921
COUNTY: McNairy
The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/23/16

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Law Signs, LLC
PROJECT NO.: 98048-4199-04
CONTRACT NO.: CNP211
COUNTY: McNairy
The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/16/16.

This ADD not published as instructed

WANTED: Teacher

McNairy County Schools is looking for a teacher of Mechatronics at McNairy Central High School. This person will need to have expertise in Manufacturing and Computers. They will need to have at least 5 years of full-time on the job training. College work will be beneficial, but not necessary. Beginning salary is $35,200. If interested contact Ronnie Teague for further information.

OUTPATIENT COUNSELOR/ CASE MANAGER - SAVANNAH

Split position 20% Case Management/80% Outpatient Counseling - Must provide individual, group, and family counseling to adults and children; intensive case management to children and adolescents. Master's degree in psycology, counseling, sociology, or social work required; LSCW, LPC, or Clinical Psychologist preferred.

Send resume to Marilyn R. Wood, Human Resources Coordinator, Quince Mental Health Center, 10710 Old Highway 64, Bolivar, TN 38008, or email marilyn.wood@quincemhc.org

EOE

******C.N.A. FULL-TIME - $1000 SIGN ON BONUS *** Hurry! Limited Time Offer! Ends August 31, 2016!**

!!!!Starting Rates 10.00!!!!

Nestled in the quaint town of Adamsville, TN, a rural community ideally situated in a tri-state area 45 minutes from Jackson, Tennessee, Corinth, Mississippi, and Florence, Alabama.

Stop by for a tour today - meet our exceptional team and see our newly updated campus. While you're in town, visit the Buford Pusser Museum (the original Walking Tall) and expose yourself to some true Southern Hospitality!

Comprehensive benefits:

- Medical
- Dental
- Vision
- 401(k)
- AFLAC
- Life
- Uniforms
- Employee Relations
- Verizon/Sprint/ATT discounts
- and MUCH MORE!

We look forward to meeting your!

HELP WANTED
REDWOOD HUT is looking for a NIGHT FRY COOK
Experience required
6 nights a week
Tues. - Sun. • 3 till Closing
• Must be 21 & over
• Must fill out application
(731) 689-3260

JOIN A TEAM THAT CHOOSES TO CHANGE LIVES

Corrections Corporation of America Is Now Hiring Correctional Officers in Clifton, TN!

South Central Correctional Center
555 Forest Ave.
Clifton, TN 38425

CCA offers a comprehensive benefits package that includes Health, Dental, Vision, Life, PTO, Paid Holidays, 401(k) with company match, competitive pay and paid training!

Must be at least 18 years of age.

Apply now and make a difference.
Learn more and apply at jobs.cca.com/Clifton

CCA

HAVING A YARD SALE/GARAGE SALE?

Just fill this out and drop off at the INDEPENDENT APPEAL, 111 North 2nd Street, Selmer or Call 731-645-5346.

Check one: ☐ $9 Ad (1x2) ☐ $18 Ad (2x2)

Day of Sale? _____

Time of Sale? _____

Address of Sale? _____

Items For Sale _____

_____

_____

List Name & Phone Number: _____
Will not appear in ad, unless you request it.

Maxlife publication of Intent

proof of instructions

Mary Ellen Foley

Tue 8/2/2016 11:57 AM

To:graphics1@independentappeal.com <graphics1@independentappeal.com>;

1 attachment

Maxlife Letter of Intent and Publication of intent 2.pdf;

Please see publication on page 4 of the attachment to be run in your legal section on August 10th for one day . The instructions for publication are on the form. Please send invoice and copy of actual publication (tear sheet) for credit card payment. Please verify that you received this.

Thank You,

Mary Ellen Foley, RN, BSN, COS-C
Director of Quality Services
CareAll Home Care Services
135 Kennedy Drive
Martin, TN 38237
cell-731-514-1618
office-731-587-2996

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Substitute Trustee's Sale

WHEREAS, default having been made in the payment of the debts and obligations secured by a Deed of Trust dated 03/23/11, by Delmar Ballinger, Margaret J Ballinger, husband and wife to Larry A. Weissman, Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc., it's successors and assigns and appearing of record in Register's Office of DECATUR County, Tennessee, in Book 265, Page 86, and WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to Federal National Mortgage Association ("Fannie Mae") and WHEREAS, Federal National Mortgage Association ("Fannie Mae"), as the holder of the Note for which debt is owed, ("Note Holder"), appointed the undersigned, Priority Trustee Services of TN, LLC, as Substitute Trustee by instrument filed or to be filed for record in the Register's Office of DECATUR County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Note Holder, and that the undersigned, Priority Trustee Services of TN, LLC, Substitute Trustee, or its duly appointed attorneys or agents, by virtue of the power and authority vested in it, will on August 18, 2016, commencing at 11:00 AM at the Front Door at the Decatur County Courthouse, 22 West Main Street, Decaturville, TN 38329 proceed to sell at public outcry to the highest and best bidder for cash or certified check only. The wiring of funds will not be accepted. The conducting of the sale will be handled by Auction.com. More information concerning their policies and procedures on bidding at the foreclosure sale can be found on their website Auction.com. The following described property situated in DECATUR County, Tennessee, to wit: Being and lying in the 5th Civil District of Decatur County, Tennessee and more particular described as follows Beginning on an iron pin in a driveway in the West right-of-way margin of US Hwy. 641, sixteen feet West of a concrete bridge and 70 feet West of the center of the highway and being the beginning Northeast corner of the tract herein described; thence with the approximate west right-of-way margin of US Highway 641 and 70 feet West of the center of the pavement; South 35 degrees 20 minutes 20 seconds West, 732.96 feet to a stake being the new Southeast corner of the tract herein described; thence with a new severance line, South 87 degrees 05 minutes 06 seconds West, 640.40 feet to a stake being an interior corner of the tract herein described; thence with a new severance line, South 35 degrees 34 minutes 30 seconds West, 114.98 feet to an iron pin in the center of an electrical transmission line; thence continuing with this same severance line, South 35 degrees 34 minutes 30 seconds West, 70.38 feet to a stake being another new Southeast corner of the tract herein described; thence with a new severance line, South 89 degrees 27 minutes 10 seconds West, 480.03 feet to a stake being the new Southwest corner of the tract herein described; thence with a new severance line, North 07 degrees 08 minutes 58 seconds West, 460.59 feet to a spike in the center of a gravel driveway being the new Northwest corner of the tract herein described; thence with a new severance line North 86 degrees 28 minutes 58 seconds East, 507.19 feet to an iron pin; thence continuing with this new severance line, South 85 degrees 42 minutes 19 seconds East, 281.94 feet to a spike in the North edge of a 10 foot wide gravel driveway; thence continuing with a new severance line, North 88 degrees 39 minutes 06 seconds East, 493.90 feet to a stake; thence with a new severance line, North 51 degrees 08 minutes 22 seconds East, 517.75 feet to an iron pin; thence South 54 degrees 07 minutes 00 seconds East, 30.12 feet back to the point of beginning, containing 12.53 acres, more or less, as surveyed on October 13, 1994, by Eddie Coleman, Jr., RLS #1140 with computed adjustments and revisions on December 19, 1993. Easements Sherry Briggs and Derald Gibson retain a perpetual easement to cross the concrete bridge and a portion of the grantee's driveway at their Northeast Corner so that they may gain ingress and egress to their adjoining property from Tennessee State Route 69. Said easement shall not be used for commercial or industrial purposes. Also included in this conveyance is a perpetual easement across a portion of the property of Sherry Briggs and Derald Gibson, for the purpose of ingress and egress to the Grantee's property. Said Easement shall be limited to the field road which runs from the old Highway 69 roadway (now Buck Drive) to the Grantees Northwest Corner, as said field road exists on September 13, 1996. Said Easement shall not be used for commercial or industrial purposes. Also included in this conveyance is a 20 foot wide perpetual easement for electrical service lines across a portion of the property of Sherry Briggs and Derald Gibson along the existing electrical power line serving the house being conveyed to the grantees. Being the same property conveyed to Delmar Ballinger and wife, Margaret J. Ballinger, as tenants by the entireties by Warranty Deed from Sherry Briggs and Derald Gibson dated 9/13/1996 and recorded 9/16/1996 of record in Book 132, Page 593 in the Register's Office for Decatur County, Tennessee. Tax ID: 29-4.06 For Informational Purposes Only Property Address: 7383 Highway 641 North, Parsons, TN 38363 The above legal description is the same as the last Deed of Record, no boundary survey having been made at the time of this conveyance. This conveyance is made subject to all applicable restrictions, easements, building setback lines and conditions of record in said Register's Office for Decatur County, Tennessee. PROPERTY ADDRESS: 7383 HIGHWAY 641 N, PARSONS, TN 38363 CURRENT OWNER(S): Delmar Ballinger and Margaret J. Ballinger The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose. Substitute Trustee will only convey any interest he/she may have in the property at the time of sale. Property is sold "as is, where is." For every lien or claim of lien of the state identified above, please be advised notice required by § 67-1-1433 (b)(1) was timely given and that any sale of the property herein referenced will be subject to the right of the state to redeem the land as provided for in § 67-1-1433(c)(1). All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. PRIORITY TRUSTEE SERVICES OF TN, LLC 2970 Clairmont Road NE, Suite 780 Atlanta, Georgia 30329 770-234-9181 File No.: 7345.29342 Web Site: www.rcolegal.com News Leader 07/27/16, 08/03/16, 08/10/16 TS#: 7345.29342 FEI # 2013.04523 07/27/2016, 08/03/2016, 08/10/2016

NOTICE TO FURNISHERS
OF LABOR
AND MATERIALS TO:
Law Signs, LLC
PROJECT NO.:
98046-4189-04
CONTRACT NO.: CNP211
COUNTY: Decatur

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/16/16.

Public Notice

Decatur County Chancery Court Sale
Civil Docket No. 2016-PR-571

Estate of Mary Oleta Mitchell

To be sold Saturday, August 13, 2016, 10 a.m. Decatur County Courthouse

Property to be sold located 259 Cooley Avenue, Parsons, Tennessee house on 1.474 acres

In obedience with an order, entered in the Chancery Court of Decatur County, Tennessee, I will on Saturday, August 13, 2016, at 10:00 a.m. at the south door of the Courthouse, Decaturville, Tennessee, will sell to the highest and best bidder the property as follows:

Tract of real estate, located in the Sixth Civil District of Decatur County, Tennessee, and shown as Tax Map 52F, Group A, Parcel 020.00, of the Decatur County Assessor of Property's Office in Decaturville, Tennessee.

Directions, pictures and additional information may be obtained at the following website: www.dcchancery.com

The property will be sold to the highest and best bidder for cash, ten percent (10%) down the day of sale and balance due upon delivery of deed. However, the bidding may be reopened within ten days. In order to reopen the bidding, the bid must be raised by a minimum of ten percent (10%) If the bid is raised the property shall be re-advertised and auctioned a second time. The property will then be sold to the highest and best bidder. Closing shall take place following approval by the Court.

Said property shall be sold and conveyed by the undersigned as Special Commissioner only, and not further or otherwise, and the buyer shall rely upon his own good judgment and investigation as to the status of title.

Elizabeth Carpenter, Clerk and Master and Special Commissioner

Edwin C. Townsend, Attorney for Petitioner, 58 Tennessee Avenue South, Parsons, TN 38363 (731) 847-6713

Elizabeth Carpenter, Clerk and Master, 22 West Main Street, Decaturville, TN 38329 (731) 852-3422

Public Notice

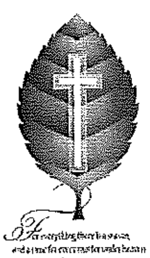
The following vehicle will be sold at public auction on August 11, 2016 at 10:00 a.m. at Tom Leitch Auto Center, 125 W. Main St., Parsons, TN 38363 for wrecker and storage fees. Any owner or lienholder may claim the vehicle upon which all charges are paid. •1B7HF13Y8WJ101802.

www.readtheleader.com

Public Notice

The Decatur County Board of Education will meet in regular session, Thursday, August 11, 2016, in the Decatur County Board of Education conference room. Public input begins at 6:00 p.m. and the meeting at 6:15 p.m.

Call meeting to order
Approve agenda.
Approve consent agenda
Approve minutes.
Approve paid bills.
Approve General School Board Amendment.
Approve Federal Programs State Approve Budgets.
E. Approve the addition of new Riverside High School course codes for 2016-2017. 9350 – ACT Prep .5 elective credit, 3121 – Content Area Math 1.0 elective credit, 3017 – Content Area Reading 1.0 elective credit.
F. Approve RHS FFA 2016-2017 Field Trip Request.
Approve on first reading revised School Board Policy, 1.407, School District Records.
Approve on first reading revised School Board Policy, 4.804, Religious Content Courses.
Approve on first reading revised School Board Policy, 6.204, Attendance of Non-Resident Students.
Discuss and determine out of county tuition fee.
8. Approve Student Resource Officer Memorandum of Understanding based on School Board Policy, 3.205, Security. Appendix 8
9. Director's Personnel Report.
10. Principal Updates
11. Director Updates
12. Set next board meeting
13. Adjourn



Public Notice

The next meeting of the Board of Commissioners for the North Utility District of Decatur and Benton Counties, TN will be Monday, August 15, 2016 at 5:00 p.m. at the office located at 6448 Highway 641 North, Parsons.

LETTER OF INTENT

The Publication of Intent is to be published in the [illegible], which is a newspaper of general circulation in [illegible], Tennessee, on or before [illegible], 20[illegible] for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: [illegible] (Name of Applicant) [illegible] (Facility Type-Existing) owned by: [illegible] with an ownership type of [illegible] and to be managed by: [illegible] intends to file an application for a Certificate of Need [illegible]

The anticipated date of filing the application is: [illegible] 20[illegible]

The contact person for this project is [illegible] (Contact Name) [illegible] (Title) who may be reached at: [illegible] (Company Name) [illegible] (Address) [illegible] (City) [illegible] (State) [illegible] (Zip Code) [illegible] (Area Code / Phone Number)

(Signature) [illegible] (Date) [illegible] (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

SHOP MECHANIC NEEDED

Tires • Brakes • Servicing • Etc.

Apply In Person Only

16105 Hwy 412 East
Lexington, Tn 38351
800-892-7067

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Great Home Time -
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Requirements:
1 Year OTO Experience
Clean MVR
Current Medical Card

Now Offering
$2,000
SIGN-ON BONUS

16105 Hwy 412 East - Lexington, TN 38351 - 800-892-7067

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Section B, Project description, Item 1

Provide a brief executive summary of the project including a brief description of propose services and equipment, ownership structure, service area, need, existing resources, project cost, funding, financial feasibility and staffing.

Response: CareAll Home Care Services provides quality home health, private duty, and personnel care services in 62 counties in Tennessee. These counties are served through 6 separate licensed home health agencies. The CareAll agencies that serve the Middle Tennessee area are VIP Home Nursing and Rehabilitation Service, LLC and Maxlife @t Home of Tennessee, LLC. The revenue generated by these two agencies from services provided to Medicare and Medicaid patients is 70% of their total revenue. Medicare is proposing to decrease payment to home health agencies in 2017 by 1%. TennCare is also scheduled to decrease payment for home health and private duty services by 1% in 2017. In anticipation of these payment reductions and resulting loss of revenue, CareAll proposes to consolidate a portion of the service areas of these two agencies to reduce overhead cost and enhance operational efficiency. This consolidation will be achieved by the addition of the six counties of Maury, Giles, Wayne, Lawrence, Lewis, and Hickman to the VIP licensed area with the surrender of these same six counties from the service area of Maxlife at Home of Tennessee, LLC. This consolidation will make it possible for the Middle Tennessee service area to be placed under a more efficient organizational structure. The cost reduction will be achieved by the elimination of 4 administrative positions from Maxlife @ a savings of $180,000. The scope of this project is to move the principle office of Maxlife at Home of Tennessee, LLC dba CareAll Home Care Services from their current location at 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. The location change is necessary due to the county of Maury where the principle office is located as well as Hickman, Giles, Lewis, Lawrence, and Wayne will be surrendered from the agencies current licensed services area. A second CON application is being files simultaneously by the sister agency of VIP Home Nursing and Rehabilitation Service, LLC to add these same six counties to their licensed service area. With this project, there will be no change in equipment required. The ownership structure will not change. Justification of need is not a factor because there is no net addition or subtraction of service area or services. Staffing patterns for provision of care in the area will only be enhanced by this project due to the change in organizational structure. With this change in service area, Maxlife will shift the largest portion of the current intermittent home health patient services which is primarily Medicare to the sister agency of VIP Home Nursing and Rehabilitation Services, LLC with the addition of these six counties to their service area. Maxlife will then concentrate on providing services to other lines of business including private duty nursing and CNA services, home and community based waiver services, and workers compensation services for both adult and pediatric clients. These services will primarily involve TennCare and private insurance payer sources. Funding and financial feasibility will be established with cash reserves. The project cost will involve the cost of preparation and filing of the CON application which includes $3,000 for administrative and consulting fees used to prepare the application, miscellaneous and moving cost to the new location of $10,000, the cost of the 3 year lease option which is $39,054.88 (this was inadvertently left off the reported anticipated cost of the letter of intent) and the cost of filing the application to the State of $15,000 for a total $67,054.88 project cost.

REVISED

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

CONSENT CALENDAR

September 1, 2016

Mary Ellen Foley
CareAll Home Care Services
135 Kennedy Drive
Martin, TN 38237

RE: Certificate of Need Application -- Maxlife at Home of Tennessee LLC./ d/b/a Careall Home Care Services - CN1608-029
The relocation of the applicant's principal office from 900 Nashville Highway, Columbia (Maury County) to 4015 Travis Drive, Suite 102, Nashville, TN 37211. The relocation will occur with the surrender of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman Counties from the licensed service area and the transfer of these six counties to the applicant's sister Agency of VIP Home Nursing and Rehabilitation Services, LLC dba CareAll. The remaining service area will consist of Cheatham, Davidson, Rutherford, Williamson, Robertson, Sumner, Hardin, McNairy, Decatur, Lewis, Perry, Hickman, and Humphreys. The estimated project cost is $67,054.88.

Dear Ms. Foley:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 30-day review cycle for **CONSENT CALENDAR** for this project will begin on September 1, 2016. The first thirty (30) days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the thirty (30)-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review within the thirty (30)-day period immediately following. You will receive a copy of their findings. The Health Services and Development Agency will review your application on October 26, 2016.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

CONSENT CALENDAR

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: Melanie M. Hill
Executive Director

DATE: September 1, 2016

RE: Certificate of Need Application
Maxlife at Home of Tennessee LLC./ d/b/a Careall Home Care Services - CN1608-029

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a **CONSENT CALENDAR** thirty (30) day review period to begin on September 1, 2016 and end on October 1, 2016.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Mary Ellen Foley, CareAll Home Care Services

State of Tennessee
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be published in the The Buffalo River Review, The News Democrat, The Independent Appeal, Dailey Herald, Tennessean, Hickman County Times, Wayne County News, and The News Leader (Name of Newspaper) which is a newspaper of general circulation in Maury, Giles, Lawrence, Lewis, Davidson, Williamson, Rutherford, Sumner, (County) Robertson; Tennessee, on or before August 10 (Month / day), 2016 (Year), for one day. Wilson, Cheatham, Robertson, Decatur, Wayne, Hardin, McNairy, Hickman, Perry, and Humphreys.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services (Name of Applicant) Home Health Agency (Facility Type-Existing)

owned by: Molly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN 37211,Davidson county. Maxlife at Home of Tennessee, LLC D/B/A CareAll Home care Services is licensed to serve Perry, Hickman Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson, and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed services area of the sister agency of VIP Home Nursing & Rehabilitation Service, LLC DBA CareAll. The project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. Anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016

The contact person for this project is Mary Ellen Foley (Contact Name) Project Director (Title)

who may be reached at: CareAll Home Care Services (Company Name) 135 Kennedy Drive (Address)

Martin (City) TN (State) 38237 (Zip Code) 731 / 587-2996 (Area Code / Phone Number)

Mary Ellen Foley (Signature) August 10 (Date) maryellen.foley@careallinc.com (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Supplemental #1
-Original-

MaxLife at Home of TN, LLC dba CareAll Home Care Services

CN1608-029

SUPPLEMENTAL #1

August 29, 2016
11:11 am

State of Tennessee
Health Services and Development Agency
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

August 23, 2016

Mary Ellen Foley
Project Director
CareAll Management, LLC
326 Welch Road
Nashville, TN 37211

RE: Certificate of Need Application CN1608-029
MaxLife at Home of Tennessee, LLC d/b/a CareAll Home Care Services

Dear Ms. Foley,

This will acknowledge our August 12, 2016 receipt of your application for a Certificate of Need for the relocation of the applicant's principle office from 900 Nashville Highway, Columbia (Maury County) to 4015 Travis Drive, Suite 102, Nashville, TN 37211. The relocation will occur with the surrender of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman Counties from the licensed service area and the transfer of these six counties to the applicant's sister Agency of VIP Home Nursing and Rehabilitation Services, LLC dba CareAll.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 12:00 noon, Monday, August 29, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

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1. **Section A, Applicant Profile, Item 1**

   The applicant's listed address does not match the address of 4015 Travis Drive, Suite #103, Nashville, TN as listed on the Letter of Intent. Please correct and submit a replacement page if needed.

2. **Section A, Applicant Profile, Item 6**

   Your response of a 3 year lease is noted. However, it appears the document provided is an Option to Lease agreement. Please clarify.

   Also, why is the 3 year lease not renewable?

SUPPLEMENTAL #1
August 29, 2016
11:11 am

3. Section A, Applicant Profile, Item 13

It is noted the applicant has no contract with AmeriChoice. Please explain why the applicant is not contracted with AmeriChoice.

4. Section B, Project Description, Item 1

Please briefly specify the reasons for requesting Consent Calendar by addressing each of the four criteria: 1) Need, 2) Economic Feasibility, and 3) Contribution to the Orderly Development of Health Care, and Quality Measures.

The executive summary is noted. However, please list each of the following topics and provide a brief description underneath each:

- Brief description of proposed services and equipment
- Ownership structure
- Service area
- Need
- Existing Resources
- Project Cost
- Funding Financial Feasibility, and
- Staffing

It is noted the relocation of the applicant's principle office and surrender of six counties the applicant will allow the applicant to concentrate on Private Duty Nursing and CNA services. However, please discuss how not having a contract with AmeriChoice will impact the Projected Data Chart and operations.

5. Section B, Project Description Item III.A.(Plot Plan)

The plot plan is noted. However, please attach a copy of the plot plan of the site on an 8 1/2" x 11" sheet of white paper which must include:
1) Size of site (*in acres*);
2) Location of structure on the site; and
3) If applicable, location of the proposed construction.
4) Names of streets, roads or highway that cross or border the site.

6. Section B, Project Description, Item IV (Floor Plan)

The floor plan is noted. The LOI states the applicant will move to Suite #103. However, it appears Suites #102 and #103 are not separate. Please clarify.

Please clarify what is located in Suite #100, #101 and #104, as well as the second floor of the building.

7. Section B, Project Description, Item IID

Does the applicant project an increase, decline, or status quo regarding patient volume? Please discuss.

8. **Section C, Need, Item 1.a. (Project Specific Criteria-Construction, Renovation, Expansion and replacement of Health Care Institutions)**

   Please address #2.a and #2.b. of the Project Specific Criteria-Construction, Renovation, Expansion and replacement of Health Care Institutions.

9. **Section C, Need, Item 4. (Service Area Demographics)**

   The population tables on pages 21-22 are noted. However, please revise to reflect the population data for the present year (2016) and Projected Year (2020) as well as the most recent 2016 TennCare enrollment data of July 2016 (http://tn.gov/tenncare/topic/enrollment-data), and submit a replacement page.

10. **Section C, Need, Item 5 (Service Area Utilization)**

    The tables located on pages 24-25 are noted. Please indicate if the totals provided in the columns labeled 2013, 2014, and 2015 are patients.

    The applicant did not include the most recent JAR (2015) in the table located on page 26. Please complete the following chart for your service area counties.

Total Home Health Patients Trends by County of Residence

County	*2013 JAR Total residents served	*2014 JAR Total residents served	*2015 JAR Total residents served	'13-'15 % change
TOTAL				

11. **Section C. Economic Feasibility Item 4. (Historical Data Chart and Projected Data Chart)**

    It is noted home health care management fees are 18% and Private Duty 8.5%. Please confirm the majority of management fees was calculated from Private Duty gross revenue in Year One.

    Why is there no charity care allotted in both the Historical and Projected Data charts?

    Please discuss the legal settlement in the amount of ($1,562) and $408,653 in Debt Forgiveness Income under "other expenses" for the Year 2014.

    Please indicate the reason Management fees in the Historical Data Chart decreased from $830,373 in 2013 to 198,360 in 2015.

* In Year One how many pediatric patients does the applicant project?

SUPPLEMENTAL #1
August 29, 2016
11:11 am

It is noted the applicant experienced net losses for the years 2013-2015, what changes are taking place to forecast net income in Years 1 and 2 of the proposed project?

12. Section C. Economic Feasibility Item 5

Your response is noted. Using data from the Projected Data Chart please provide the projected average gross charge per patient/visit, projected deduction from revenue per patient/visit, and the projected net charge per patient/visit.

13. Section C. Economic Feasibility Item 9.

It is noted the applicant proposes to serve the medically indigent. However, there is no charity care in Year One and Year Two of the Projected Data Chart. Please clarify.

What is the estimated revenue amount from Workers Compensation and private insurance payors?

It is noted the applicant does not have a contract with AmeriChoice. However, please clarify if the applicant has any other contracts with United HealthCare or related companies.

14. Section C. Economic Feasibility Item 10.

The MaxLife at Home of Tennessee LLC Balance Sheet as of June 30, 2016 in Attachment 10 is noted. Please clarify why the applicant has current assets of $171,987 and current liabilities of $1,059,316, and how has this impacted the current operations of the applicant in meeting short-term obligations?

15. Section C, Contribution to Orderly Development, Item 1

It is noted the applicant refers to a list of organizations and payor sources for which MaxLife @ Home of Tennessee, LLC has agreements. However, the list could not be located. Please clarify.

It is noted James W. Carell has 25% membership interests in Molly, LLC. A letter dated August 8, 2016 notes Christine Palmer is the executrix for the Estate of James W. Carell. Please discuss how this arrangement impacts current ownership, operations, and long-term plans of the applicant.

16. Section C, Contribution to Orderly Development, Item 3

It appears the applicant wages for Staff LPNs and RN Case Manager are less than the average annual wage in the service area. Does the applicant have difficulty recruiting for these types of positions?

17. Project Completion forecast Chart

The Project Forecast Completion Chart is noted. However, is it realistic to make changes to the home health license from the Tennessee Department of Health on the same day as the Agency meeting?

SUPPLEMENTAL #1
August 29, 2016
11:11 am

18. Proof of Publication

Please submit a copy of the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit which is supplied by the newspaper as proof of the publication of the letter of intent for the following newspapers:

- The Wayne County News ✓
- The Independent Appeal ✓
- The News Democrat ✓
- The Daily Herald ✓
- The Tennessean ✓
- The News Leader

The copy of the publication for the Independent Appeal noted the following on the copy: "This ad was published not as instructed-See attached instructions provided". Please clarify.

In your response, please verify publication of the LOI in a newspaper of general circulation whose coverage area includes any or all of the proposed service area counties.

Please also complete the table below to help illustrate publication of the LOI for the project.

Name of Newspaper of General Circulation	Address	How often is this Newspaper Distributed? (must be weekly or less)	Applicant's Proposed Service Area County	Date LOI Published

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is October 21, 2016. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

SUPPLEMENTAL #1
August 29, 2016
11:11 am

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. ə 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Phillip M. Earhart
HSD Examiner

Certificate of need Application CN1608-029

MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services

1. **Section A, Applicant, Item 1**

The applicant's listed address does not match the address of 4015 Travis Drive, Suite #103, Nashville, TN as listed on the Letter of Intent. Please correct and submit a replacement page if needed.

Response: See attached revised replacement page.

2. **Section A, Applicant Profile, Item 6**

Your response of a 3 year lease is noted. However, it appears the document provided is an option to Lease agreement. Please clarify.

Response: I provided a copy of the signed option to lease the Suite #103 pending the CON Boards decision to grant the change of location for MaxLife and the addition of the six (6) counties to the licensed service area of VIP. I also provided the current lease of the location in Columbia.

Also, why is the 3 year lease not renewable?

Response: The Agency would like to have the option to move to another location within Davidson County when the 3 year lease expires if they choose.

3. **Section A, Applicant Profile, Item 13**

It is noted the applicant has no contract with AmeriChoice. Please explain why the applicant is not contracted with AmeriChoice

Response: The Agency provided services through a provider contract with United Health Care (AmeriChoice) until December 31, 2009 at which time the MCO terminated our contract. The reason for termination was stated to be "limiting the provider network". We have attempted on two separate occasions since the termination to contract again with this MCO. Each time

our application is approved in credentialing but then refused at the corporate level. The Agency does on occasion negotiate single case agreements with this MCO to treat patients that have been difficult to find placement. It has been our experience in attempting to partner with United Healthcare that their rates do not cover our costs, medically necessary care provided and documented is often not reimbursed, and authorization for medically necessary care is routinely denied.

4. Section B, Project Description, Item 1

Please briefly specify the reasons for requesting Consent Calendar by addressing each of the three criteria:

Response:

1. **Need:** The scope of this project involves the moving of the principle office of MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services with the surrendered of the six counties, including Maury where the principle office is currently located, proposed to be added to the service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC. Therefore, there is no net addition for which the need in the six proposed counties would effect. Because there will be no net change in the service areas of these two agencies of CareAll Home Care Services then there should be no opposition by anyone having legal standing to oppose the application. The CON procedures authorize that an unopposed application may be placed on the consent calendar.
2. **Economic Feasibility:** The project involves no construction, real or personal property acquisition or initiation of a new service or purchase of new equipment. The project cost will only involve the cost of the preparation and filing of the CON application and moving cost to move the principle office to the new location. These costs will be funded and financially feasible with cash reserves. Therefore the decision to approve the CON application could be reviewed through the consent calendar rather than the regular calendar.

3. **Contribution to the Orderly Development of Health Care:** The proposed project should have no negative effect on the health care system in the area. With the organizational and cost enhancements that will result from the surrender of the six counties by MaxLife and the addition of these counties to the service area of VIP and the moving of the principle location to Davidson County, there should be no opposition to the scope of this project.

- **Brief description of proposed services and equipment:** The services provided will include intermittent home health services including skilled nursing, physical therapy, occupational therapy, speech therapy, medical social services, and home health aide. The focus of the care provided by MaxLife will be on Private Duty Nursing and CNA as well as Home and Community Based Personal Care Services in the remaining service area especially in the metropolitan area of Davidson and surrounding counties. There is no major medical equipment services provided.
- **Ownership structure:** MaxLife @ Home of Tennessee, LLC dba CareAl l is 100% owned by Molly, LLC. Molly, LLC is 100% owned by the Estate of James W. Carell for which Christine Carell Palmer is the executrix.
- **Service Area:** The proposed service area will change with the surrender of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman counties from the current service area. The remaining service area will be Cheatham, Davidson, Rutherford, Williamson, Wilson, Robertson, Sumner, Hardin, McNairy, Decatur, Lewis, Perry, Hickman, and Humphreys.
- **Need:** There will be no net change in the service area of CareAll, so therefore the need in the area will not change.
- **Existing Resources:** The current location that is servicing the six (6) counties that the application is proposing to be surrendered and added to the services area of VIP, located in Columbia, TN, Maury County will be transitioned from Maxlife to VIP. The existing staff and resources presently being utilized by that office will continue. The organizational and cost enhancements made by this transition of service area will also enhance the quality of services provided.

- **Project Cost:** The project cost include $3,000 for administrative consulting and legal fees in preparing the application, $10,000 miscellaneous and moving cost including publishing of the letters of intent in 8 newspapers as well as other preparation costs, the cost of the new locations three (3) year lease of $39,054.88 and a $15,000 filing fee which brings the total estimate of the project cost to $67, 054.88.
- **Funding Financial Feasibility:** Due to the limited scope of this project, it will be funded with cash reserves.
- **Staffing:** The existing staff currently servicing this area will not change with the transition of these counties from MaxLife to VIP and the change of the principle office location of MaxLife.

It is noted the relocation of the applicant's principle office and surrender of six counties the applicant will allow the applicant to concentrate on Private Duty Nursing and CNA services. However, please discuss how not having a contract with AmeriChoice will impact the Projected Data Chart and operations.

Response: We have been providing and will continue to provide services to the remaining two MCO's of BlueCare/TennCare Select and Amerigroup as well as an occasional single case agreement with AmeriChoice for hard to place patients. Having no contract with AmeriChoice should not impact the Projected Data Chart or operations.

5. Section B, Project Description Item 3. A. (Plot Plan):

Please attach a copy of the plot plan of the site on an 8 ½" x 11" sheet of white paper which must include:

1) *Size of site (in acres)*
2) *Location of structure on the site; and*
3) *If applicable, location on the proposed construction site*
4) *Names of Streets, roads, or highways that cross or border the site.*

Response: Please see the attached revised copy of the plot plan.

6. **Section B, Project Description, Item 4 (Floor Plan)**

The LOI states the applicant will move to Suite #103. However, it appears Suites #102 and #103 are not separate. Please clarify.

Response: Please see revised floor plan indicating the location of suite #102 and #103

Please clarify what is located in Suite #100, #101, and #104, as well as the second floor of the building.

Response: The principle office of VIP home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services also leases the space of Suite #101. Suites #100 and #104 are leased to other businesses and the second floor is vacant at this time.

7. **Section B, Project Description, Item 2 D.**

Does the applicant project an increase, decline, or status quo regarding patient volume? Please discuss.

Response: Patient services are projected to increase with the focus of exploring additional lines of business such as Private Duty Nursing and CNA services, Home and Community Based Personal Care Services and services through Worker's Compensation payer sources. With the organizational and cost enhancement of this proposal, the ability to service patients more efficiently and effectively will result in an increase in patient volume for the above mentioned lines of business.

8. **Section C, Need, Item 1. a. (Project Specific Criteria-Construction, Renovation, Expansion and replacement of health Care Institutions)**

For relocation or replacement of an existing health care institution:

a. *The applicant should provide plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.*

Response: The scope of the project is for the organizational and cost enhancement of transitioning the 6 county area to the service area of the sister company of VIP. With the surrender of these six (6) counties, one of which is Maury County where the principle office is located the move of the principle office is necessary to place the office within the remaining service area of MaxLife. This will also place the principle MaxLife location central to the service area of the metropolitan area of Davidson County and surrounding counties to focus on other lines of business including Private Duty Nursing and CNA, Home and Community Based Personal Care Services and services to worker's compensation carriers.

b. *The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.*

Response: The data provided notes that with the surrender of the six county area the Agency's focus will shift to other lines of business which will include primarily hourly care. The Historical and Projected data chart show an increase in hours from 35,520 in 2015 to 45,762 in 2017 and to 48,065 in 2018. The Private Duty Nursing /CNA Services and Home and Community Based Personal Care Services are primarily paid by TennCare. With the increase in TennCare enrollment and the large percentage of Tenncare enrollees in the service area, there is demonstration of future demand for this project.

9. Section C, Need, item 4. (Service Area Demographics)

The population tables on pages 21-22 are noted. However, please revise to reflect the population data for the present year (2016) and projected year (2020) as well as the most recent 2016 TennCare enrollment data of July 2016. And submit a replacement page.

Response: See attached replacement pages for pages 21-22.

10.Section C, Need, Item 5 (Service Area utilization)

The tables located on page 24-25 are noted. Please indicate if the totals provided in the columns labeled 2013, 2014, and 2015 are patients.

The applicant did not include the most recent JAR 2015 in the table located on page 26. Please complete the following chart for your service area counties.

MaxLife Section C, Need, Item 5
Total Home Health Patient Trends by County of Residence

County	2013 JAR Total Patients Served	2014 JAR Total Patients Served	2015 JAR Total Patients Served	2013-2015 % change
Davidson	14,910	14,105	13,805	-7.4%
Maury	2,410	2,764	2,502	3.60%
Giles	1,001	1,019	937	-6.4%
Lewis	402	423	472	14.8%
Hickman	725	698	591	-18.5%
Lawrence	1,667	1,753	1,489	-10.67%
Wayne	640	818	570	-10.93%
Cheatham	772	802	741	-4.01%
Decatur	638	639	681	6.32%
Hardin	1,157	1,221	940	-18.75%
Humphreys	803	715	580	-27.77%
McNairy	1,089	1,354	1,040	-4.49%
Perry	258	299	280	7.80%
Robertson	1,738	1,631	1,564	-10.01%
Rutherford	5,503	4,945	5,091	-7.48%
Sumner	4,159	3,717	3,731	-10.29%
Williamson	2,813	3,044	2,577	-8.38%
Wilson	3,727	3,150	2,824	-24.22%
Total	*44,412*	*43,097*	*40,415*	*-8.99%*

11. Section C. Economic Feasibility Item 4 (Historical Data Chart and Projected Data Chart)

It is noted home health care mgt. fees are 18% and Private Duty 8.5%. Please confirm the majority of management fees were calculated from Private Duty gross revenue in Year One.

RESPONSE: For Projected Year One (2017), the $77,388 of MaxLife Management Fees is calculated as:

$17,400 of projected Medicare revenue X 18% = $3,132
$873,600 of projected Private Duty/TennCare revenue X 8.5% = $74,256
$3,132 + $74,256 = ***$77,388***

Why are there no charity care allotted in both the Historical and Projected Data charts?

RESPONSE: We are serving the Medicaid/TennCare population, for which we are unable to fully cover our costs. We lack the financial resources to offer charity care beyond the Medicaid/TennCare supplement at this time.

Please discuss the legal settlement in the amount of ($1,562) and $408,653 in Debt Forgiveness Income under "other expenses" for the Year 2014.

RESPONSE: MaxLife's 2014 Legal Settlement Expense of $1,562 represents a portion of a FSLA settlement arising from payroll overtime issues in prior years. MaxLife's 2014 Debt Forgiveness Income of $408,653 represents a portion of accumulated management fees from prior years forgiven through an agreement by CareAll Management LLC.

Please indicate the reason Management fees in the Historical Data Chart decreased from $830,373 in 2013 to $198,360 in 2015.

RESPONSE: The Management Fees in years 2013 and 2014 were calculated under a previous contract where home health fees were 30% of gross home health revenue and private duty fees were 20% of gross private duty revenue less related staffing wages and staffing payroll taxes. In 2015, the new contract set management fees at 18% of gross home health revenue and 8.5% of gross private duty revenue.

In Year One how many pediatric patients does the applicant project?

Response: Approximately 30 pediatric patients are projected to be served in the proposed service area for the first year of the project. This is based on the number of pediatric patients serviced in the previous full year plus a 5% projected increase.

It is noted the applicant experienced net losses for the years 2013-2015, what changes are taking place to forecast net income in Years 1 and 2 of the proposed project?

RESPONSE: Expense reduction will be gained through the reduction of administrative personnel. Also, new marketing efforts will focus on Private Duty revenue growth, including the private pay and Workers Compensation markets.

12. Section C. Economic Feasibility Item 5

Using data from the Projected Data Chart please provide the projected average gross charge per visit/hour, projected deduction from revenue per visit/hour, and the projected net charge per visit/hour.

MaxLife 2017 Projected Home Health Gross Charge per Visit = 133.85
MaxLife 2017 Projected Private Duty Gross Charge per Hour = 19.09
MaxLife 2017 Projected Home Health Deduction per Visit = 2.68
MaxLife 2017 Projected Private Duty Deduction per Hour = 0.37
MaxLife 2017 Projected Home Health Net Charge per Visit = 131.17
MaxLife 2017 Projected Private Duty Net Charge per Hour = 18.72

MaxLife 2018 Projected Home Health Gross Charge per Visit = 133.85
MaxLife 2018 Projected Private Duty Gross Charge per Hour = 19.21
MaxLife 2018 Projected Home Health Deduction per Visit = 2.68
MaxLife 2018 Projected Private Duty Deduction per Hour = 0.37
MaxLife 2018 Projected Home Health Net Charge per Visit = 131.17
MaxLife 2018 Projected Private Duty Net Charge per Hour = 18.84

13. Section C. Economic Feasibility Item 9

It is noted the applicant proposes to serve the medically indigent. However there is no charity care in Year One and Year Two of the Projected Data Chart. Please clarify.

RESPONSE: We are serving the Medicaid/TennCare population, for which we are unable to fully cover our costs. We lack the financial resources to offer charity care beyond the Medicaid/TennCare supplement at this time.

What is the estimated revenue amount from Workers Compensation and private insurance payers?

RESPONSE: For Year One (2017), private insurance revenue is estimated to be $38,675, of which approximately 20%, or $7,735, is Workers Compensation. For Year Two (2018), private insurance revenue is estimated to be $40,885, of which approximately 20%, or $8,177, is Workers Compensation.

It is noted the applicant does not have a contract with AmerChoice. However, please clarify if the applicant has any other contracts with United HealthCare or related companies.

RESPONSE: It has been our experience in attempting to partner with United Healthcare their rates do not cover our costs, medically necessary care provided and documented is often not reimbursed, and authorization for medically necessary care is routinely denied. We lack the financial resources to offer charity care to insurance companies beyond the Medicaid/TennCare supplement we provide at this time.

14. Section C. Economic Feasibility Item 10

The MaxLife @ Home of Tennessee, LLC Balance Sheet as of June 30, 2016 in Attachment 10 is noted. Please clarify why the applicant has current assets of $171,987 and current liabilities of $1,059,316, and how has this impacted the current operations of the applicant in meeting short-term obligations?

RESPONSE: $386,865 of the current liabilities is CareAll LLC loans and $542,975 of the current liabilities is loans from CareAll Management LLC. Both amounts are not threats to operating cash since both companies are family-owned and the family is willing to defer these obligations.

15. Section C, Contribution to the Orderly development, item 1

It is noted the applicant refers to a list of organizations and payer sources for which MaxLife @Home of Tennessee, LLC has agreements. However, the list could not be located. Please clarify.

Response: This list was utilized for two sections and is on page 198. I have attached to this document the list for review.

It is noted James W. Carell has 25% membership interests in Molly, LLC. A letter dated August 8, 2016 notes Christine Palmer is the executrix for the Estate of James W. Carell. Please discuss how this arrangement impacts current ownership, operations, and long-term plans of the applicant.

Response: The Estate of James W. Carell now owns 100% of Molly, LLC (please see the purchase agreement attached). As previously stated, Christine Carell Palmer is the executrix for the estate. This arrangement should not impact the current ownership, operations, or long-term plans of the applicant.

16. Section C, Contribution to Orderly Development, Item 3

It appears the applicant wages for Staff LPNs and RN case Manager are less than the average annual wage in the service area. Does the applicant have difficulty recruiting for these types of positions?

Response: The applicant currently has no recruiting problem for LPNs and RN Case Managers in their service area.

17. Project Completion Forecast Chart

The Project Forecast Completion Chart is noted. However, it is realistic to make changes to the home health license from the Tennessee Department of Health on the same day as the Agency Meeting?

Response: As the Agency will be ready operationally to make the changes in location and service area on the day of the Agency meeting, it may be unrealistic that the Tennessee Department of Health can process the changes to the Agency's home health license that quickly. Please see attached revised Project Completion Forecast Chart.

17. Proof of Publication

Please submit a copy of the full page of the newspaper in which the notice of intent appears with the mast and date line intact or submit a publication affidavit which is supplied by the newspaper as proof of the publication of the letter of intent.

Response: These are attached along with the affidavits.

The copy of the publication for the Independent Appeal noted the following on the copy: "This ad was published not as instructed-See attached instruction provided". Please clarify.

Response: The instruction were given to print the add as instructed on the form provided by the Health Services and Development Agency. This form with instructions was provided to the paper. The add looks like they did not print according to the measurements on the form.

In your response, please verify publication of the LOI in a newspaper of general circulation whose coverage area includes any or all of the proposed 6 counties.

Please also complete the table below to help illustrate publication of the LOI for the project

Response: The notice was published as instructed in newspapers which cover the entire current 18 county service area of MaxLife.

Name of Newspaper of General Circulation	Address	How often is this Newspaper Distributed? (must be weekly or less)	Applicant's Proposed Service Area County	Date LOI Published
Hickman County Times	104 North Central Ave. P.O. Box 100 Centerville, TN 37033	One time per week on Monday	Hickman County	August 8, 2018
Wayne County News	119 East Hollis street, P.O. Box 156 Waynesboro, TN 38485	One time per week on Wednesday	Wayne County	August 10, 2016
The Tennessean	1100 broad way Nashville, TN 37203	daily	Davidson, Williamson, Cheatham, Dickson, Robertson, Rutherford, Sumner, Wilson	August 10, 2016
The Daily Herald	1150 S. Main Street, Columbia, TN 38401	Every day but Saturday	Maury, Giles, Lewis, Lawrence	August 10, 2016
The Independent Appeal	111 North 2nd Street, Selmer, TN 38375	Weekly on Wednesday	Hardin McNairy	August 10, 2016

The News Democrat- 302 A. West main Street, Waverly, TN 37185

Weekly on Wednesday, Humphreys County, August 10, 2016

The News Leader- 526 Florida Ave. N. Parsons, TN 38363- Weekly on Wednesday- Decatur County- August 10, 2016

The Buffalo River Review-P.O. Box 914 115 South Mill St. Linden, TN 37096-Weekly on Wednesday-Perry County-August 10,2016

1. Section A, Applicant, Item 1

~~Replacement Page~~ SUPPLEMENTAL #1

August 29, 2016
11:11 am

1. ***Name of Facility, Agency, or Institution***

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services
Name

4015 Travis Drive, Suite #103
Street or Route

Davidson
County

Nashville
City

TN
State

37211
Zip Code

2. ***Contact Person Available for Responses to Questions***

Mary Ellen Foley
Name

Project Director
Title

CareAll Management, LLC
Company Name

maryellen.foley@careallinc.com
Email address

326 Welch Road
Street or Route

Nashville
City

TN
State

37211
Zip Code

employee
Association with Owner

731-5872996
Phone Number

731-587-3228
Fax Number

3. ***Owner of the Facility, Agency or Institution***

Molly, LLC
Name

615-331-6137
Phone Number

326 Welch Road
Street or Route

Davidson
County

Nashville
City

TN
State

37211
Zip Code

4. ***Type of Ownership of Control (Check One)***

A.	Sole Proprietorship		
B.	Partnership		
C.	Limited Partnership		
D.	Corporation (For Profit)		
E.	Corporation (Not-for-Profit)		
F.	Government (State of TN or Political Subdivision)		
G.			
H.	Joint Venture		
I.	Limited Liability Company		x
	Other (Specify)_____		

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

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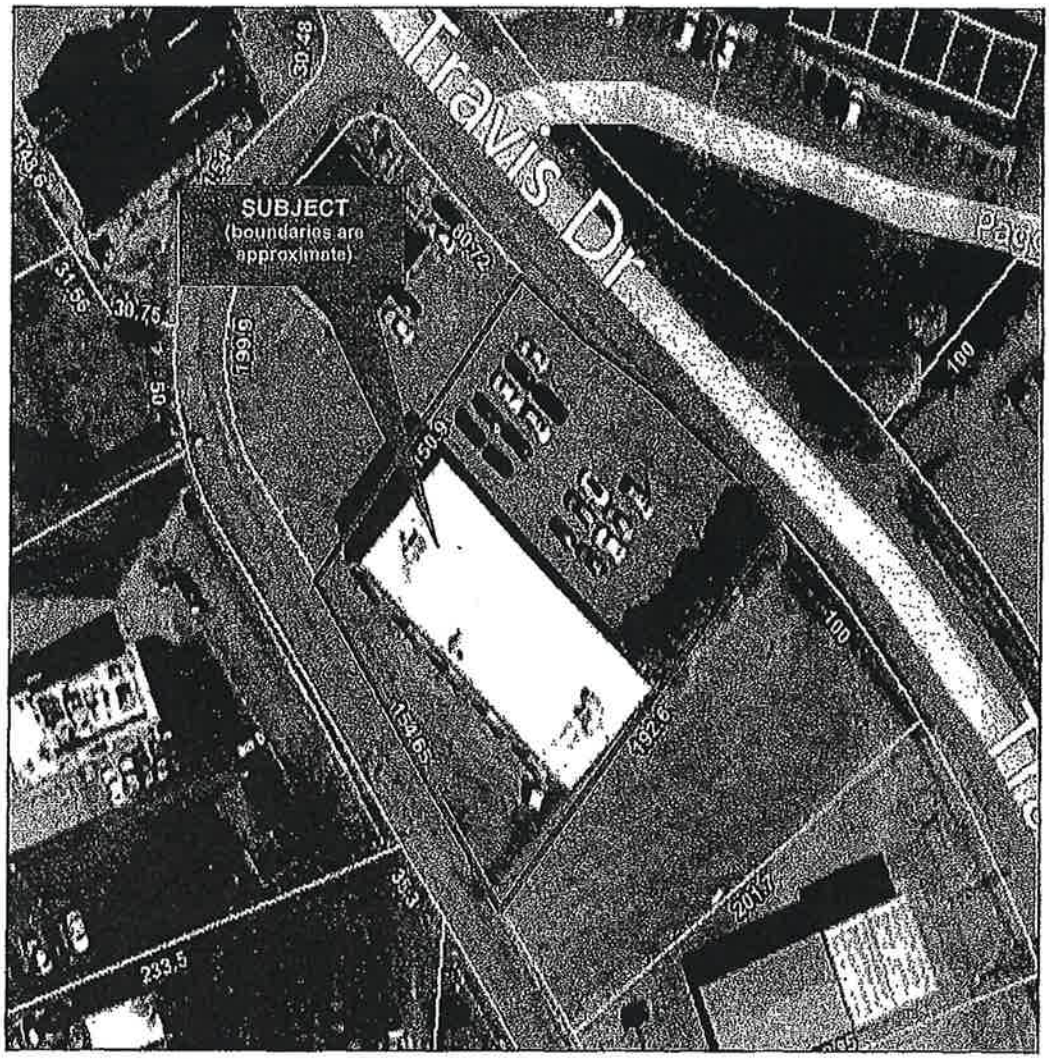
5. Section B Project Description
SUPPLEMENTAL #1
Item 3. A. (Plot Plan)
August 29, 2016
11:11 am

AERIAL PHOTOGRAPH



1. *Size of site (in acres).* **Response: + or .5 acres**
2. *Location of the structure on the site:* **Response: back 1/3 of the property**
3. *Location of proposed construction.* **Response:** No proposed construction.
4. *Names of streets, roads or highways that cross or border the site.* **Response:** The principle office of VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services is located on Travis Drive. The roads that border the site are Welch Road to the south, Paragon Mills Road to the North East, and Nolensville Road (Highway 41A) to the East.

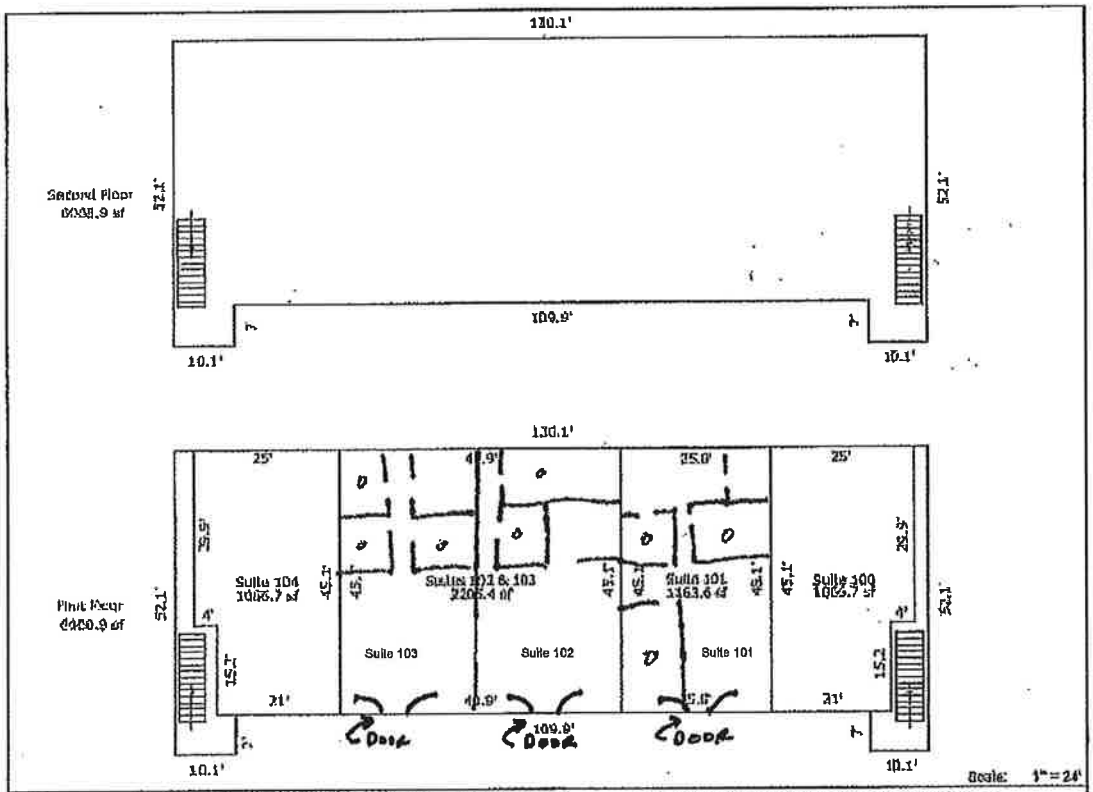
6. Section B Project Description Item 4 (Floor Plan)

SUPPLEMENTAL #1

August 29, 2016

11:11 am

BUILDING SKETCH



AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GBA1	First Floor	6008.91	
	Second Floor	6008.91	12017.82
OTH	Suite 100	1066.70	
	Suite 101	1163.58	
	Suites 102 & 103	2205.39	
	Suite 104	1066.70	5502.37
Net BUILDING Area		(rounded)	12018

BUILDING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
7.0	x	10.1	70.70
7.0	x	10.1	70.70
45.1	x	130.1	5867.51
Second Floor			
7.0	x	10.1	70.70
7.0	x	10.1	70.70
45.1	x	130.1	5867.51
6 Items		(rounded)	12018

9. Section C, Need, item 4. (Service Area Demographics)
SUPPLEMENTAL #1
August 29, 2016
11:11 am
replacement page 21

County	total Pop 2016	Total Pop 2020	Total Pop % change	Target Pop 2016	Target Pop 2020	Target Pop % change	Target pop 2020 as a % of Total
Davidson	680,427	714,756	04.80%	77,571	88,314	12.16%	12.40%
Maury	88,337	92,944	04.95%	14,276	17,359	17.76%	18.7%
Lewis	12,752	13,072	02.44%	2,603	3,050	14.65%	23.3%
Hickman	26,351	27,363	3.69%	4,407	5,222	15.60%	19.1%
Giles	29,743	29,817	.24%	5,965	6,751	11.64%	22.6%
Lawrence	43,164	43,849	1.56%	8,159	9,151	10.84%	20.90%
Wayne	17,428	17,642	1.21%	3,254	3,576	9.00%	20.30%
Cheatham	40,798	41,692	2.14%	5,931	7,175	17.33%	17.20%
Decatur	11,963	12,077	.94%	2,930	3,263	10.20%	27.0%
Hardin	26,557	26,783	0.84%	5,990	6,681	10.34%	24.9%
Humphreys	18,987	19,185	1.03%	3,879	4,384	11.51%	22.9%
McNairy	27,179	27,760	2.09%	5,630	6,328	11.03%	22.8%
Perry	8,266	8,466	2.36%	1,907	2,157	11.59%	25.5%
Robertson	73,796	78,659	6.18%	10,629	12,957	17.96%	16.5%
Rutherford	318,638	357,615	10.89%	31,869	40,458	21.22%	11.3%
Sumner	178,730	190,261	6.06%	27,496	32,919	16.47%	17.30%
Williamson	215,859	234,832	8.07%	27,267	34,838	21.73%	14.8%
Wilson	129,094	138,561	6.83%	19,933	24,411	18.34%	17.6%
Service area Total	1,948,069	2,075,334	6.13%	259,696	308,994	15.95%	14.88%
TN Total	6,812,005	7,108,031	4.16%	1,091,516	1,266,295	13.80%	17.8%

9. Section C, Need, item 4. (Service Area Demographics)
SUPPLEMENTAL #1
August 29, 2016
11:11 am
Replacement page 22

See graph below with recent enrollee data from the Bureau of TennCare and the demographic information from the US census Bureau for the counties in the Agency's service area.

County	Median age 2014	Median Household Income 2014	Persons below Poverty level 2014	Pov level % Total 2014	TennCare enrollees July 1, 2016	TennCare enrollees % of Total
Davidson	34.2	46,758	36,111	18.80%	154,343	9.90%
Maury	35.6	34,325	3,687	23.80%	19,762	1.26%
Lewis	52.3	$31,813	531	22.30%	3,168	.20%
Hickman	46.6	$21,618	1,230	19.80%	6,586	.42%
Giles	42.7	$29,019	1,025	28.20%	6,762	.43%
Lawrence	40.3	$27,100	1,723	24.70%	11,414	.73%
Wayne	44.4	$23,671	550	30.40%	3,605	.23%
Cheatham	38.2	$38,240	1,546	25.70%	7,925	.50%
Decatur	45.2	$22,500	395	29.50%	3,099	1.93%
Hardin	40.6	29,926	2,139	26.40%	7,701	.49%
Humphreys	40.6	$38,723	1,018	17.80%	4,528	.29%
McNairy	41.9	$26,803	983	26.50%	8,156	.52%
Perry	46.4	$21,618	256	30.90%	2,215	.14%
Robertson	34.7	$39,980	3,344	20.50%	14,626	.93%
Rutherford	30.1	$50,337	16,966	17.60%	52,654	3.37%
Sumner	35.3	$40,268	13,537	13.00%	31,199	2.00%
Williamson	37.3	$81,432	28,996	7.30%	12,824	.82%
Wilson	36.3	$41,051	7,283	17.70%	20,062	1.28%
Service area Total	40.15	$34,232	121,320	22.27%	398,629	25.58%
TN Total	38.3	$55,459	370,798	17.80%	1,557,955	TennCare enrollees %of total population 22.87%

15. Section C Contributio
SUPPLEMENTAL #1 to the orderly Development,
August 29, 2016 Item
11:11 am

Please call us with your next referral!
931-840-0713

Traditional Medicare and Medicare Advantage Plans apply to Home Health only. All other plans, where benefits are available, apply to Home Health and Private Duty.

CareAll
HOME HEALTH CARE

Please check with the local office for verification as this list does NOT include ALL health plans. [1] *Patient's admittance is based on approved authorization.*

Contracted / In Network Insurances

Traditional Medicare
(Patient's Traditional Medicare HIC# must be obtained)

Medicare Advantage Plans
(Patient's Traditional Medicare HIC# must be obtained as well as MA Plan HIC# in order to accurately verify benefits and for OASIS reporting)

AmeriVantage	
Blue Advantage	*PPO, HMO & D-SNP plans*
Humana	
Healthspring	*Processed by myNEXUS*

Commercial Plans
(Plans will have to be verified before acceptance)

Aetna	*For the following counties only: Benton, Carroll, Crockett, Dyer, Gibson, Henry, Houston, Humphreys, Lake, Madison, Obion, Stewart, and Weakley*
BCBS	*All States and Networks*
Humana	*Not in network with all Plans*

Veterans Administration (VA)
IL - Marion; TN - Knoxville, Memphis, Murfreesboro, Nashville

Medicaid
AmeriGroup & CHOICES
BlueCare & CHOICES
TennCare Select
TennCare Select Community - *MR Waiver, Arlington Waiver, Statewide Waiver plans*

Other Plans

AARP	Home Care Connect
Accredo	GEHA
Allstate Ins	Long Term Solutions
Bankers Life & Casualty	MCAS *(Managed Care Network Svcs)*
Caremark	One Call Care Mgmt.
CareScout	Private Insurance
Coventry	Private Pay
Crum & Forster	Progressive Medical
Cypress Care *(Healthcare Solutions)*	RxCrossroads

Non-Contracted / Out of Network Insurances [2]

Commercial Plans

Aetna	*All other counties (see above)*
Cigna	*Processed by CareCentrix* [2]
Humana	*Not all plans (see above)*

Military Plans

Champas	Humana Military
ChampVA	Tricare

Insurances Not Accepted

Community Health Alliance | Out of State Medicaid *(Any)* | United Healthcare *(All plans)* | Windsor Medicare

1 Acceptance of a certain insurance plan does not necessarily indicate acceptance of all plans offered within a specified network

2 If an In Network provider cannot be found, a Single Case Agreement can be negotiated on Out of Network Insurances. Acceptance of an Out of Network Single Case Agreement is at the discretion of CareAll Management, and acceptance is on a case-by-case basis.

COINSLIST0510

15. Section C Contribution to the Orderly Development
SUPPLEMENTAL #1
August 29, 2016
Item 11:11 am

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS Membership Interest Purchase Agreement (the **"Agreement"**) dated this 26 day of August, 2009, by and between James W. Carell (**"Carell"**) and Michael W. Nicholson (**"Nicholson"**).

WITNESSETH:

WHEREAS, Carell (31%) and Nicholson (69%) are currently the owners of one hundred percent (100%) of the legal and beneficial ownership of the membership interest of Molly, LLC (**"Molly"**); and

WHEREAS, a lawsuit is currently pending under the style *The Green Group, LLC vs. The Twin Hills Group, LLC, Michael W. Nicholson and Molly, LLC*, Davidson County Chancery Court No. 09-1163-III (the **"Lawsuit"**) in which Green Group alleges to have some interest in Molly; and

WHEREAS, Carell loaned Molly One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00) (the **"Loan"**) which was guaranteed by Nicholson (the **"Guaranty"**), which guaranty was secured by Nicholson's interest in Molly; and

WHEREAS, the Loan is now in default; and

WHEREAS, Carell and Nicholson wish to resolve all issues concerning the Lawsuit and the Guaranty in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of these premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase of Nicholson Interest.** Nicholson agrees to sell and Carell agrees to purchase Nicholson's sixty nine percent (69%) interest in legal and beneficial ownership of membership interest in Molly (**"Nicholson Interest"**) for a total sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) to be paid as follows:

   (a) One Hundred Thousand and 00/100 Dollars ($100,000.00) at the Closing Date, defined below.

   (b) One Hundred Thousand and 00/100 Dollars ($100,000.00) at such time as the Lawsuit is dismissed as to Molly and the Green Group releases any alleged interest it claims to have in Molly on or before one (1) year of the date hereof. Carell will set off against the second One Hundred Thousand and 00/100 Dollars ($100,000.00) payment with all amounts of attorney fees and expenses incurred in the defense of the Lawsuit from its inception through the date of dismissal and release of the Green Group's alleged claim against Molly. As of August 1, 2009, the total accrued paid and unpaid attorney fees are Nine Thousand Five Hundred

Seventy Seven and 35/100 Dollars ($9,577.35). In the event that both contingencies for payment of the second One Hundred Thousand and 00/100 Dollars ($100,000.00) are not satisfied within one (1) year, the second One Hundred Thousand and 00/100 Dollars ($100,000.00) payment will be forfeited by Nicholson.

(c) As additional consideration to Nicholson, at such time as the conditions of Paragraph 1.(b), above, are satisfied, Carell shall release the Guaranty.

2. **Representations and Warranties of Carell.** Carell represents and warrants to Nicholson the following facts with the knowledge that he is entering into this Agreement with full reliance thereon:

(a) That he has the legal capacity to enter into this Agreement and sufficient finances to pay the considerations set forth herein.

(b) That he has the power and authority to execute, deliver and perform his obligations under this Agreement and to consummate the transaction contemplated thereby.

3. **Representations and Warranties of Nicholson.** Nicholson represents and warrants to Carell the following facts with the knowledge that Carell is purchasing Nicholson's interest in Molly in full reliance thereon:

(a) That Nicholson is the owner of the sixty nine percent (69%) legal and beneficial ownership of membership interest in Molly and has the full power to convey the same.

(b) That he has the power and authority necessary to execute, deliver and perform his obligations under this Agreement and to consummate the transaction contemplated thereby.

(c) That Nicholson Interest is unencumbered except for a security interest in favor of Carell.

4. **Conditions Precedent to Obligations of Carell.** The obligations of Carell to perform this Agreement and consummate the transaction contemplated hereby are subject to satisfaction of the following conditions, on or prior to the closing date, if waived by Carell.

(a) Representations and warranties of Nicholson shall be true and correct as of the date of this Agreement and as of the Closing Date, hereinafter defined as though made on and as of the Closing Date.

(b) That after the sale of Nicholson Interest to Carell, Carell will own one hundred percent (100%) of the legal and beneficial ownership of membership interest in Molly.

5. **Assignment.** The assignment of the Nicholson Interest shall be in a form and substance as attached hereto as Exhibit "A".

6. **Closing.** The closing shall take place within ten (10) days after the execution of this Agreement (the **"Closing Date"**) at the offices of Ortale, Kelley, Herbert & Crawford, 200 Fourth Avenue North, Third Floor, Nashville, Tennessee, or at such other time and place as may be mutually agreed upon by the parties.

7. **Miscellaneous Provision.**

(a) This Agreement (including any attachments, schedules, Exhibits and other related documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

(b) All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered in the case of delivery by hand or facsimile (provided confirmation of delivery is obtained), on the next business day if sent by overnight courier or mail service or the third business day following mail deposit in the case of regular mail delivery:

To Carell:
James W. Carell
6440 Edinburgh Drive
Nashville, TN 37221

With copy to:
Douglas A. Brace, Esq.
Ortale, Kelley, Herbert & Crawford
200 Fourth Avenue North, Suite 300
P. O. Box 198985
Nashville, Tennessee 37219-89
Phone: (615) 256-9999
Facsimile: (615) 251-4115
Email: dbrace@ortalekelley.com

To Nicholson:
Michael W. Nicholson
337 Freemont Street
Dyer, TN 38330

With copy to: David A. Garland, Esq.
Moore, Clarke, DuVall & Rodgers, P.C.
2829 Old Dawson Road, Drawer 71727
Albany, GA 31708-1727
Phone: (229) 888-3338
Facsimile: (229) 888-1191
Email: dgarland@mcdr-law.com

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of Tennessee.

(d) Each of the parties submits to the jurisdiction of any state or federal court sitting in Nashville, Tennessee in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that may be required of any other party with respect thereto

(e) Each of the parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled, in addition to the relief granted, to recover all costs incurred, including its reasonable attorneys' fees.

(f) No amendment of any provision of this Agreement shall be valid unless in writing and signed by all of the parties. Any party may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive any inaccuracies in representations and warranties by any other party; [iii] waive performance of any obligations by any other party; and [iv] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

(g) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the

remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance.

(i) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party to this Agreement, however, may assign its rights or delegate its obligations under this Agreement to any other person or entity without the express prior written consent of the other party, except that Carell may assign its rights and delegate its obligations to a subsidiary or affiliated corporation of Carell without such consent, provided that such assignment and delegation shall not relieve Carell of its obligations under this Agreement.

(j) This Agreement may be signed by each party upon a separate copy or separate signature pages, and any combination of separate copies signed by all parties or including signature pages so signed will constitute a single counterpart of this Agreement. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. It will not be necessary, in proving this Agreement in any proceeding, to produce or account for more than one counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"CARELL"

James W. Carell

"NICHOLSON"

Michael W. Nicholson

F:\DAB\CARELL\Molly (MaxLife)\Membership Interest Purchase Agmt.doc

SUPPLEMENTAL #1
August 29, 2016
11:11 am

Exhibit "A"

ASSIGNMENT OF MEMBERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS, that **Michael W. Nicholson** (hereinafter referred to as the "**Assignor**"), for good and valuable consideration, to him in hand paid by **James W. Carell** (hereinafter referred to as the "**Assignee**"), at or before the delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, brain, sell, assign, transfer and set over unto the Assignee all of the Assignor's right, title and interest in and to:

> Membership Interests (including all Assignor's interest in the financial rights and governance rights associated therewith) in Molly, LLC, a Tennessee limited liability company (the "**Company**"), constituting sixty nine percent (69%) of the issued and outstanding membership interests of the Company on this date (the "**Membership Interest**");

Assignor hereby warrants:

1. That Assignor is the sole legal and equitable owner of the Membership Interest more particularly described above.

2. That the Membership Interest is not subject to any assignment, pledge, security interest or lien, except security interest in favor of James W. Carell.

3. That the Membership Interest is fully paid for and nonassessable and the owner thereof shall not be subject to any mandatory additional call(s) for capital.

4. That the execution and delivery of this Assignment will not violate any provision of the Articles of Organization, resolutions, or Operating Agreement of Company.

5. That Assignor is not presently a party to any pending litigation, arbitration or administrative proceeding or the subject of any investigation; that there is no litigation, arbitration or administrative proceeding or investigation either threatened or likely to be instituted in which Assignor will be a party; and that Assignor is not subject to any outstanding court or administrative order except:

   (a) *The Green Group, LLC vs. The Twin Hills Group, LLC, Michael W. Nicholson and Molly, LLC*, Davidson County Chancery Court No. 09-1163-III

TO HAVE AND TO HOLD the same unto the Assignee, his successors and assigns forever.

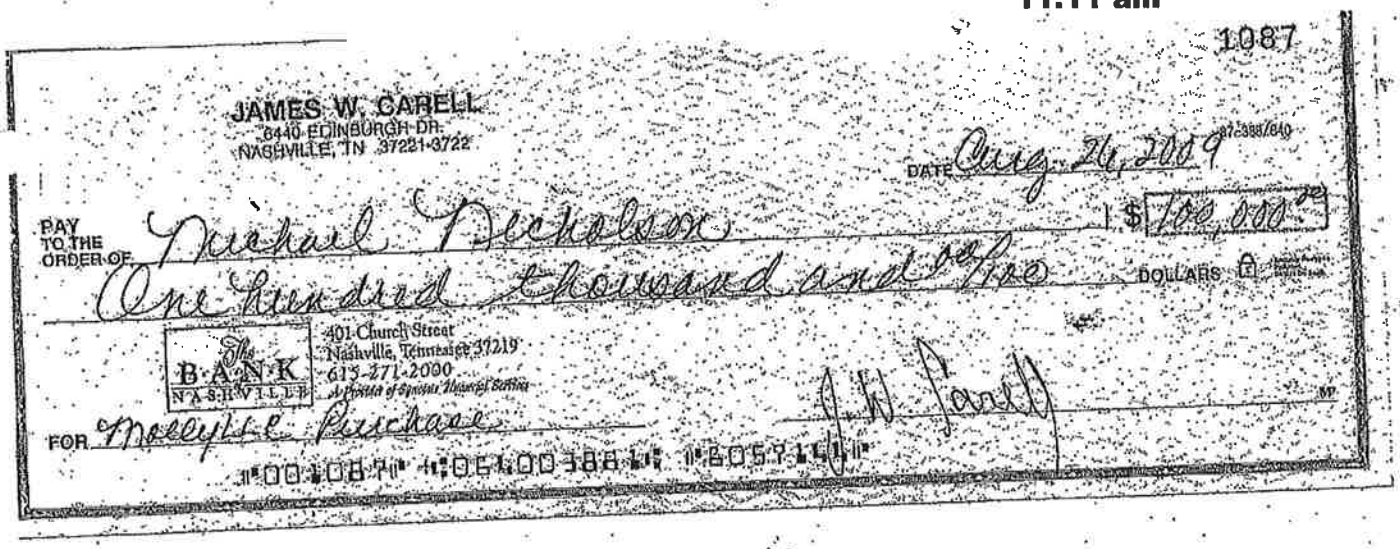
IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 26 day of August, 2009.

ASSIGNOR: _____
Michael W. Nicholson

ACCEPTED:
ASSIGNEE: _____
James W. Carell

SUPPLEMENTAL #1

August 29, 2016
11:11 am



1087

JAMES W. CARELL
6440 EDINBURGH DR.
NASHVILLE, TN 37221-3722

87-388/840

DATE Aug. 24, 2009

PAY TO THE ORDER OF Michael Nicholson $ 100,000.00

One hundred thousand and 00/100 DOLLARS

The BANK NASHVILLE
401 Church Street
Nashville, Tennessee 37219
615-271-2000
A Product of Synovus Financial Services

FOR Molly LLC Purchase

J. W. Carell

⑈001087⑈ ⑆064003881⑆ ⑈6057144⑈

17. Project Completion forecast Chart
SUPPLEMENTAL #1
August 29, 2016
11 am

PROJECT COMPLETION FORECAST CHART

Enter the Agency projected Initial Decision date, as published in T.C.A. § 68-11-1609(c): October 26, 2016

Assuming the CON approval becomes the final agency action on that date; indicate the number of days **from the above agency decision date** to each phase of the completion forecast.

Phase	DAYS REQUIRED	Anticipated Date (MONTH/YEAR)
1. Architectural and engineering contract signed	NA	NA
2. Construction documents approved by the Tennessee Department of Health	NA	NA
3. Construction contract signed	NA	NA
4. Building permit secured	NA	NA
5. Site preparation completed	NA	NA
6. Building construction commenced	NA	NA
7. Construction 40% complete	NA	NA
8. Construction 80% complete	NA	NA
9. Construction 100% complete (approved for occupancy	NA	NA
10. *Issuance of license	NA	12/31/2016
11. *Initiation of service	NA	12/31/2016
12. Final Architectural Certification of Payment	NA	NA
13. Final Project Report Form (HF0055)	NA	NA

* **For projects that do NOT involve construction or renovation: Please complete items 10 and 11 only.**

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

17. Proof of Publication
SUPPLEMENTAL #1
August 29, 2016
11:11 am

Hickman County Times

104 North Central Ave. P. O. Box 100
Centerville, TN 37033
Phone: 931-729-4283 Fax: 931-729-4282
E-mail: hctimes@centerville.net
www.hickmancountytimes.net

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
HICKMAN COUNTY

I, Jennifer Warren, of the Hickman County Times, a weekly newspaper of general circulation, published in Centerville, Hickman County, Tennessee, do hereby swear that the attached notice was published 1 consecutive weeks on 8-8-16 in the *Hickman County Times*, Centerville, Tennessee.

This legal notice was published online at www.hickmancountytimes.net and www.publicnoticeads.com during the duration of the run dates listed. This publication fully complies with Tennessee Code Annotated 1-3-120.

Jennifer Warren

Subscribed and sworn to before me this the 9th day of August 2016

PAM MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HICKMAN

Pam Morgan
Notary Public

My Commission Expires: 11-26-18

Company: Care All Inc.
RE: 2 Legal Displays
Ad Number: VIP & Maxlife
Total Cost: Paid in full
Notes:

Revised: ☑ No ☐ Yes
By: _____ Date: __/__/____

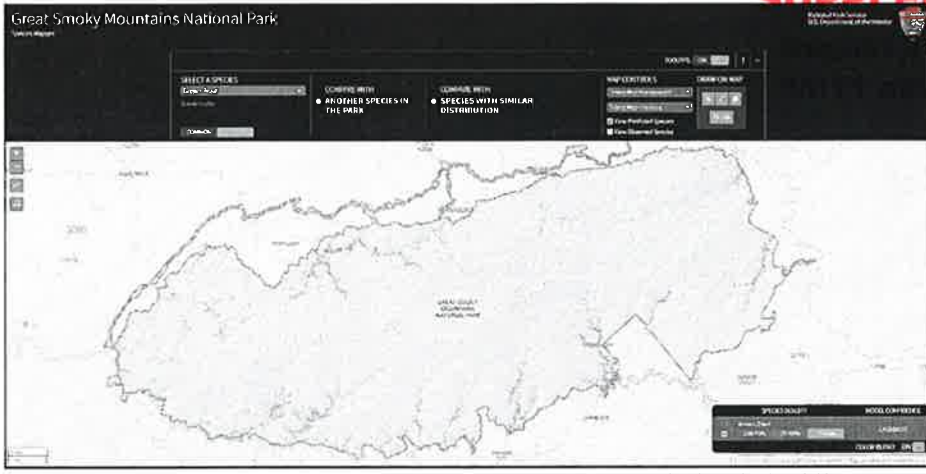
Cancellation: ☑ No ☐ Yes
By: _____ Date: __/__/____

Care All

33
279

SUPPLEMENTAL #1

[illegible], 2016



The purple areas mark the location of brown trout and its habitat; thousands of species in the national park may be viewed this way.

Tracking 18,000 species in the Smokies

Habitats for more than 1,800 species at Great Smoky Mountains National Park are viewable thanks to a web tool created by the University of Tennessee.

Species Mapper is available at https://science.nature.nps.gov/parks/grsm/species/.

The tool is the result of collaboration between UT's Department of Electrical Engineering and Computer Science (EECS), its School of Art and the Great Smoky Mountains National Park Inventory and Monitoring Branch.

Species Mapper uses locations where species have been found to help predict additional places they may occur in the park. These models are based on observations during resource monitoring as well as research conducted by scientists.

The result is a reliable distribution of where each species lives in the park.

The model uses supercomputers managed by the Joint Institute for Computational Sciences, a collaboration of UT and Oak Ridge National Laboratory, to analyze the location of observations as well as environmental characteristics such as slope, forest type, geology, elevation, temperature and sun exposure.

Will Godsoe and his colleagues at UT's National Institute for Mathematical and Biological Synthesis have guided the team on the ecological analysis of the data and the models.

"This application allows park managers to use the vast amount of biological data collected over the past three decades to protect park resources and assess the potential impact from disturbances like hemlock woolly adelgid and emerald ash borer," said Tom Remaley, inventory and monitoring program manager. "Visitors can use this site to explore what lives in the park and what they might see during their visit."

The project required review and analysis of large qualtities of data, as well as a large computational space to allow the work to occur.

"It is remarkable because of the technical challenges, the truly interdisciplinary nature of the work, and the fact that, together with the National Park Service, we completed the last mile to deliver on the promise of making science relevant, accessible, and exciting to as many people as possible," said EECS Professor Jian Huang.

Huang said the project also is building a long-term partnership with the National Park Service to help students, teachers, and managers make effective use of data to better connect people to nature while preserving the park's assets.

The project started under the National Science Foundation-funded Remote Data Analysis and Visualization Center at UT when Huang was its associate director.

Professor Sarah Lowe of the School of Art has served as co-principal investigator on the project, focused on its design and user interface.

"An interface intended for a range of audiences is best conceived by an interdisciplinary team who works together to address all aspects of the project throughout its evolution," said Lowe. "In the case of the Species Mapper, this included discussions across the core team of computer scientists, designers, and National Park staff.

"This work is exciting as it not only taps into the extensive data that the GSMNP has collected, but in the ways that such data, which can be quite complicated to understand, can be displayed and made meaningful for those who come to visit the park."

John Duggan, an EECS doctoral student, said the tool is an important storytelling method due to the visualization it provided.

"In our case, the story we want to tell is how rich the biodiversity in the Smokies is," said Duggan. "It can also help the general public better connect with and experience this richness."

Park managers will add more observations to the application, making it more reflective of all species found within the park and increasing the accuracy of the prediction model.

The species presence data used by Species Mapper is managed by All Taxa Biodiversity Inventory project, a park-wide biological inventory of all life forms. More than 19,000 species have been recorded in the park, including 1,000 species never before seen.

The ATBI in the Smokies is coordinated by Discover Life in America, a non-profit partner of the park service, with a history of providing data dating back to the 1950s.

Seen a crime?

Report it to 729-5146

*(for anonymity dial *67 first)*

PUBLIC NOTICES

Deadline: 3 p.m. Wednesday

(continued from page B6) TRAC.COM
31/3tc/1928

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NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated , and the Deed of Trust of even date securing the same, recorded March 12, 2014, in Book No. 31, at Page 8669, in Office of the Register of Deeds for Hickman County, Tennessee, executed by Evelyn K. Storer, conveying certain property therein described to First American Title Insurance Company as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Sun West Mortgage Company, Inc., its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Lakeview Loan Servicing, LLC.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Lakeview Loan Servicing, LLC, will, on September 13, 2016 on or about 3:30 p.m., at the Hickman County Courthouse, Centerville, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Hickman County, Tennessee, and being more particularly described as follows:

Land lying and being situated in the First Civil District of Hickman County, Tennessee, in the second ward of the town of Centerville, and being more particularly described as follows, to-wit: Beginning at a point in the Eastern edge of Barnwell Avenue, on the North side of an alley just in front of the W. M. Aydelotte residence, and runs thence East with the North edge of said alley and the line of C. A. Thompson, 229 feet to a point, the Southeast corner of the lot conveyed to Hugh M. Hayes by deed of J. S. Colley heirs; thence North with the Eastern margin of said lot 60 feet to a point calculated to divide said lot; thence West with the South margin of the Northern half of said lot 229 feet to a point, then Southwest corner of the Northern half of said lot, and the East margin of Barnwell Avenue 60 feet to the point of beginning.

ALSO KNOWN AS: 103 Barnwell Avenue, Centerville, TN 37033

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

EVELYN K. STORER

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315930

DATED July 29, 2016

WILSON & ASSOCIATES, P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

31/3tc/1929

—

IN THE CHANCERY COURT OF HICKMAN COUNTY AT CENTERVILLE, TENNESSEE

JEFF BISHOP & RENEE BISHOP
PETITIONERS
VS.
KENDALL BISHOP
RESPONDENT
&
CODY JACKSON
RESPONDENT
NO. 16-CV-5794

IN RE: The adoption of female child whose name for the purpose of this Petition is C.N.B. A minor, Date of Birth 01/26/14.

ORDER GRANTING PUBLICATION

It appearing from the affidavits, which is sworn to, that the whereabouts of the Respondent, Kendall Bishop, is unknown and, thus, personal service of process cannot be had on her; service of process by publication having been ordered, Respondent is hereby required to appear and answer, or otherwise defend, against the petition filed against her by Jeff Bishop and wife, Renee Bishop, whose attorney is Douglas Thompson Bates IV, Bates & Bates Law Office, P.O. Box 1, Centerville, TN 37033, within 30 days from the date of last publication of this order; otherwise, default judgment may be entered against her for the relief demanded in the petition. It is further, ORDERED, that this notice be published in the HICKMAN COUNTY TIMES, a weekly newspaper of general circulation, once weekly for four (4) consecutive weeks, beginning on August 8, 2016.

It is so ORDERED, this 1st day of August, 2016.

ELIZABETH HARLOW
Clerk & Master
By TONYA TAYLOR

PREPARED FOR ENTRY:
DOUGLAS THOMPSON BATES IV (#027089)
ATTORNEY FOR THE PETITIONERS
BATES & BATES LAW OFFICE
406 W. Public Square, 2nd Floor
Bates Building
P.O. Box 1
Centerville, TN 37033
Phone: 931-729-4085
Fax 931-729-9888.
31/4tp/1930/109164

—

NOTICE OF LIEN SALE

The contents of the following units will be sold at auction at Barber's Storage, 200 Sula T. Nickell Road, Centerville, TN, 37033 on August 13, 2016. This auction will begin at 10 a.m. If you have any questions about this auction please call 931-729-3772.

Jayme Collins, Edward Cundiff, Eddie Hutchinson, Kristin Warren, Clay Harris, Josh Warren, Cindy Parker, Jeffery Rice, Justin Holt, Charles Collins, Ronnie Copley

31/1tc/1934

—

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services (Name of Applicant) — Home Health Agency (Facility Type-Existing)

owned by: Maly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: The relocation of its principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care [illegible] Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of [illegible] sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in the area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is [illegible]

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley (Contact Name) Project Director (Title)

who may be reached at: CareAll Home Care Services (Company Name) [illegible] Kennedy Drive (Address)

Martin (City) TN (State) 38237 (Zip Code) 731 / 587-2596 (Area Code / Phone Number)

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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~~309~~

SUPPLEMENTAL #1

August 29, 2016
11:11 am

The Wayne County News

WAYNESBORO, TENNESSEE

State of Tennessee, Wayne County:

I, Lisa Calton, Bookkeeper of The Wayne County News, a weekly newspaper printed and published at Waynesboro, Wayne County, Tennessee, solemnly swear that the attached Notice was published in the said newspaper for 1 consecutive issues, beginning with the issue of Aug 10, 20 16 and ending with the issue of Aug 10, 20 16

Lisa Calton

Subscribed and sworn to before me, a Notary Public, in and for said county and state, this 23rd day of August, 20 16

Kathy J. Brison Notary Public

My commission expires 7-23, 20 18

10	inches/words	$ 54.00
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$

Total Publication Fees Due $ 54.00

Notification plaintiff - mortgage

SUPPLEMENTAL #1
August 29, 2016
11:11 am

FARM NEWS

The Wayne County News, Inc. - 4-H News & Farm Report

AGRICULTURE NEWS

WAYNE COUNTY UTEXTENSION INSTITUTE OF AGRICULTURE

Jason McGarrh Agent

CAN COMMERCIAL SOLAR BENEFIT YOUR BUSINESS?

There has been a lot of talk in recent years about green energy, and how different organizations are utilizing solar energy. Last fall I met the representatives of Green Earth Solar at the Tennessee Cattlemen's Meeting in Murfreesboro, and I was intrigued by the potential opportunities that solar energy could offer to rural Wayne County. So, I spoke later with Green Earth Solar and asked them to be a guest speaker to talk about tax incentives, tax credits, and grants that are available to rural businesses and farmers. Any business that uses a significant amount of electricity could qualify for the government programs.

With regard to residential systems they do not pay for themselves as quick as commercial.

However, I invite everyone who might be interested in looking into this technology to come to the Utilizing Commercial Solar Energy meeting September the 8th. Please call the Wayne County Extension Office to register (931) 722-3229.

NOTICE:

Utilize Commercial Solar Energy Meeting, Wayne County Extension Office, September 8, 2016, P.M., Dinner Provided.

Revival Aug. 21-26, Piney Grove FWB

Revival services will be held at Piney Grove FWB Church in the Cypress Inn Community Aug. 21-26.

Marcus Morrow will be the Evangelist.

Services will begin at 6 P.M. on Sunday and 7 Monday through Friday.

Special singing will be featured each night and a men's prayer service will be held 15 minutes prior to the service each night.

Greg Eaton, pastor, along with the congregation extends a warm welcome to everyone.

FAMILY AND CONSUMER SCIENCES EDUCATION NEWS

WAYNE COUNTY UTEXTENSION INSTITUTE OF AGRICULTURE

Joy Powell, Agent

PACKING FOR PICNICS

Those lazy, hazy, crazy days of summer are here. Warm weather provides ideal temperatures for bacteria to grow to dangerous levels and cause foodborne illness.

Bacteria grow rapidly when food is between 40°- 140°F - the Danger Zone. In the span of a few hours, billions of bacteria can be produced with the potential for disaster. The time in the danger zone is cumulative. To keep foods safe, keep hot foods hot and cold foods cold. Practice the 2-hour rule; do not allow foods in the danger zone for more than 2 hours total (1 hour if the temperature is< above 90°F) from purchase to consumption.

As you are shopping for picnic items, buy perishables last and go straight home. Never leave perishables in the car while you do other shopping. Chill all ingredients before assembling salads, sandwiches, and other potentially hazardous foods. Chill again before packing the cooler.

Foods that are safe at room temperature include peanut butter sandwiches, cookies, crackers, dried fruit, unopened cans of fruit or pudding, unopened juice boxes and fruit filled pastries.

Keep foods safe in transit by packing them in insulated bags, lunch boxes or coolers with frozen gel packs. Make sure food is cold or frozen before placing it in the cooler. Use cold packs throughout large containers, not just on the top or bottom. Pack the cooler carefully with raw products well wrapped, placed on the bottom so raw foods will not drip on cooked.

Transport the cooler in the passenger compartment of the car. At the picnic area place it in the shade or in a shelter out of the sun and keep the lid closed. If you are brown bagging, use new, clean bags; used grocery bags are a potential source of bacteria and insects. Wash the cooler or lunch box after each use to keep bacteria from growing.

Everything that touches the food needs to be clean - bowls, utensils, cutting boards, etc. Wash your hands before and after preparing or handling food to keep bacteria from being transferred. Take along wet wipes and antibacterial gel to clean hands if no running water is available.

When you are packing, take only what you think you will use. If you do have leftovers, put them back in the cooler as soon as possible.

If you are grilling foods, take care not to cross contaminate by handling raw meat and then cooked foods without washing hands and utensils in between. Cook burgers to 160°F and use a food thermometer to check the temperature. Serve immediately or keep hot (140° F) until serving. Do not reuse the same plate and utensils for raw and cooked food.

Whatever the season, some individuals are more at risk to get foodborne illness than others. Small children, elderly, pregnant women, and immune compromised individuals are all at higher risk. There is more chance of foodborne illness occurring in the summer because of the warmer temperatures. Don't spoil a summer outing by leaving food in the danger zone too long.

Source: Nebraska Extension

4-H NEWS

Samantha Morrow TSU 4-H Agent

UTEXTENSION INSTITUTE OF AGRICULTURE | TENNESSEE STATE UNIVERSITY

This week's featured State 4-H Photo Search entry was taken by Jesse Keeton, a student at Collinwood Middle School. His photo is titled "Peach Tree Blossoms".

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: CareAll, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for: VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4015 Travis Drive, Suite 102 Nashville, TN 37211, Davidson County intends to add the counties of Maury, Giles, Lawrence, Wayne, Lewis and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford, Williamson, Smith, Clay, Jackson, Overton, Putnam, Cumberland, DeKalb, Van Buren, Warren, White, Perry and Cannon. These six counties will be acquired with the surrender of these same six counties including, Maury, Giles, Lawrence, Wayne, Lewis and Hickman from the licensed service area of the sister company of MaxRx at Home of Tennessee, LLC DBA CareAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. Anticipated cost of the project is $21,000. The anticipated date of filing the application is: August 12, 2016. The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 731-587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Lu, Inc.
PROJECT NO.: 98301-4164-04
CONTRACT NO.: CNP131
COUNTY: Wayne

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0328, on or before 09/23/16.

HANDGUN PERMIT TRAINING CLASSES

Class and Range time combined
Saturday, August 20 • 8 a.m.-5 p.m.
Savannah City Hall

REGISTRATION REQUIRED: http://apps.tn.gov/handgun

MAXXGUARD
For info 731-427-7222
www.maxxguard.com

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: MaxRx at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for: The relocation of it's principle office from 500 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN Davidson County. MaxRx at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $21,000. The anticipated date of filing the application is: August 12, 2016. The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 731-587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HARDIN COUNTY STOCKYARD
3350 HWY 226, SAVANNAH, TN 38372
731-925-3287 931-224-2247
MARKET REPORT
August 3, 2016
Total Hd 1142 Last Week 570 Last Yr 825
Cattle 1112 Goats 19 Hogs 11

#1 STEERS & BULLS	
200-300 WT	186.00-194.00
300-400 WT	169.00-186.00
400-500 WT	154.00-169.00
500-600 WT	141.00-154.00
600-700 WT	134.00-141.00
700-800 WT	125.00-134.00
800-900 WT	116.00-125.00
#1 HEIFERS	
200-300 WT	156.00-172.00
300-400 WT	143.00-156.00
400-500 WT	132.00-143.00
500-600 WT	124.00-132.00
600-700 WT	119.00-124.00
700-800 WT	114.00-119.00
800-900 WT	109.00-114.00

HIGH DRESSING UTILITY COWS 72.00-80.50
HIGH DRESSING SLAUGHTER BULLS 92.00-100.50
LOAD LOTS
30 strs avg. wt. 619 lbs. 147.00
23 hfrs avg. wt. 624 lbs. 130.00
117 strs avg. wt. 778 lbs. 144.75
73 strs avg. wt. 665 lbs. 147.00
77 hfrs avg. wt. 629 lbs. 141.75

Lumber Jack
CONTEST
TUESDAY, SEPT. 20
7:00 P.M.
HARDIN COUNTY FAIRGROUNDS ARENA
(Sign in at 6 p.m.)
ENTRY FEE: $10.00
CONTEST EVENTS:
• Loader Contest
• Chainsaw Racing
• Crosscut Saw Contest
• Ax Chopping Contest
• Precision Cut Contest
• Cross Tie Carry Contest
Awards will be presented for every event. Bring your own personal protection equipment. (If not available, we will have some) MUST BE USED!

For more information call:
Scoot at (731) 727-7780
Tim at (731) 438-5328

TENNESSEE VALLEY LIVESTOCK
620 S. POPLAR
FLORENCE, AL 35631
256-766-0281 931-224-2247
MARKET REPORT
August 8, 2016
TOTAL HD 823 LAST WK 675 LAST YR 714
CATTLE 813 GOATS 3 HOGS 7

# 1 STEERS & BULLS	
200-300 WT	174.00-196.00
300-400 WT	163.00-174.00
400-500 WT	151.00-163.00
500-600 WT	142.00-151.00
600-700 WT	134.00-142.00
700-800 WT	128.00-134.00
800-900 WT	121.00-128.00
# 1 HEIFERS	
200-300 WT	153.00-172.00
300-400 WT	144.00-158.00
400-500 WT	133.00-144.00
500-600 WT	122.00-133.00
600-700 WT	116.00-122.00
700-800 WT	113.00-116.00
800-900 WT	109.00-113.00

HIGH DRESSING UTILITY COWS 74.00-82.50
HIGH DRESSING SLAUGHTER BULLS 93.00-101.00

AFFIDAVIT OF PUBLICATION

0001478734
Newspaper The Tennessean

State of Tennessee

Account Number NAS-301106JS
Advertiser CAREALL HOMECARE SERVICES

CAREALL HOMECARE SERVICES
135 KENNEDY DR
MARTIN, TN
38237

TEAR SHEET ATTACHED

Jackie Cooper Sales Assistant for the above mentioned newspaper, hereby certify that the attached advertisement appeared in said newspaper on the following dates:

J

08/10/16

Jackie Cooper

Subscribed and sworn to before me this 10 day of August 2016

Angela Murray
Notary Public

ANGELA MURRAY
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-8-2020

Affidavits Requested:

1

0001478734NOTIFICATIONOFINTENTTOAPPLYFORACE
Re: Cert of Need-MaxLife at Home

August 29, 2016
1:11 am

Continued from last column

entire indebtedness having been declared due and payable by REGIONS BANK, being the present owner/holder or authorized agent, designee or servicer of the holder/owner of said indebtedness, has requested foreclosure proceedings to be instituted; and as provided in said Deed of Trust, I, J. PHILLIP JONES/JESSICA D. BINKLEY, will by virtue of the power and authority vested in me as Substitute Trustee, on FRIDAY, SEPTEMBER 9, 2016 AT 10:00 A.M. AT THE FRONT DOOR OF THE STEWART COUNTY COURTHOUSE IN DOVER, STEWART COUNTY, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all other exemptions which are expressly waived, and subject to any unpaid taxes, if any, the following described property in STEWART County, Tennessee, to wit:

PROPERTY LOCATED IN THE COUNTY OF STEWART, TENNESSEE:

DESCRIBED LAND SITUATED IN THE COUNTY OF STEWART AND STATE OF TENNESSEE, BEGINNING AT A CORNER OF PATRICK DRIVE AT THE JUNCTION OF A PRIVATE ROAD, SAID BEGINNING POINT BEING APPROXIMATELY 200 FEET NORTH OF THE EAST JUNCTION OF PATRICK DRIVE (A LOOP) WITH TENNESSEE HIGHWAY NO. 49, SAID BEGINNING POINT BEING FITZHUGH'S NORTH-WEST CORNER AND BEING THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED HEREIN; THENCE WITH THE EAST RIGHT OF WAY BOUNDARY OF SAID PRIVATE ROAD N 2 DEG. 25' W 172 FEET TO AN IRON PIN STAKE; THENCE WITH THE SOUTH BOUNDARY OF SAID ROAD, THENCE WITH A BLAZED LINE N 89 DEG. 06' E 322 FEET TO AN IRON STAKE IN A FENCE LINE, STORY'S WEST BOUNDARY LINE; THENCE WITH STORY S 6 DEG. 9' W 172 FEET TO AN IRON STAKE; THENCE WITH FITZHUGH S 89 DEG. W 296.5 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JOHN E. CRUTCHER AND BRENDA S. CRUTCHER, HUSBAND AND WIFE, BY WARRANTY DEED DATED FEBRUARY 26, 1992 OF RECORD IN BOOK 260, PAGE 1, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

ALSO BEING THE SAME PROPERTY CONVEYED FROM BRENDA S. CRUTCHER TO JOHN E. CRUTCHER BY QUIT CLAIM DEED DATED AUGUST 13, 2007 OF RECORD IN RECORD BOOK 114, PAGE 49, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

SEE ALSO COURT ORDER OF RECORD IN RECORD BOOK 191, PAGE 216 AND RECORD BOOK 191, PAGE 721, REGISTER'S OFFICE FOR STEWART COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 202 PATRICK DR., DOVER, TENNESSEE 37058.

MAP 064E GRP A PARCEL 004.00

THE SALE OF THE SUBJECT PROPERTY IS WITHOUT WARRANTY OF ANY KIND, AND IS FURTHER SUBJECT TO THE RIGHT OF ANY TENANT(S) OR OTHER PARTIES OR ENTITIES IN POSSESSION OF THE PROPERTY. ANY REPRESENTATION CONCERNING ANY ASPECT OF THE SUBJECT PROPERTY BY A THIRD PARTY IS NOT THE REPRESENTATION/RESPONSIBILITY OF TRUSTEE(S)/SUBSTITUTE TRUSTEE(S) OR THEIR OFFICE.

THIS SALE IS SUBJECT TO ANY UNPAID TAXES, IF ANY, ANY PRIOR LIENS OR ENCUMBRANCES, LEASES, EASEMENTS AND ALL OTHER MATTERS WHICH TAKE PRIORITY OVER THE DEED OF TRUST UNDER WHICH THIS FORECLOSURE SALE IS CONDUCTED, INCLUDING BUT NOT LIMITED TO THE PRIORITY OF ANY FIXTURE FILING. IF THE U.S. DEPARTMENT OF THE TREASURY/ INTERNAL REVENUE SERVICE, THE STATE OF TENNESSEE DEPARTMENT OF REVENUE, OR THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORK FORCE DEVELOPMENT ARE LISTED AS INTERESTED PARTIES IN THE ADVERTISEMENT, THEN THE NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO THEM, AND THE SALE WILL BE SUBJECT TO ALL APPLICABLE GOVERNMENTAL ENTITIES RIGHT TO REDEEM THE PROPERTY, ALL AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 28 U.S.C. 2410 (C). THE NOTICE REQUIREMENTS OF T.C.A. 35-5-101 ET SEQ. HAVE BEEN MET.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE.

IN THE EVENT THE HIGHEST BIDDER DOES NOT HONOR THE HIGHEST BID WITHIN 24 HOURS, THE NEXT HIGHEST BIDDER AT THE NEXT HIGHEST BID WILL BE DEEMED THE SUCCESSFUL BIDDER.

OTHER INTERESTED PARTIES: NONE OF RECORD

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is improved property known as 202 PATRICK DR., DOVER, TENNESSEE 37058.

J. PHILLIP JONES/JESSICA D. BINKLEY, Substitute Trustee

1800 HAYES STREET
NASHVILLE, TN 37203
(615) 254-8430
www.phillipsoneslaw.com
F16-0652
RUN: Aug 3, 10, 17 2016

0001478212

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE

Default having been made in the terms, conditions, and payments provided in a certain Deed of Trust dated DECEMBER 3, 2008, executed by SONIA WILSON, A SINGLE WOMAN, to CHARLES E. TONKIN, II, A KNOX COUNTY RESIDENT, Trustee, of record in INSTRUMENT NO. 200812180121299, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR MORTGAGE INVESTORS GROUP, EXISTING UNDER THE LAWS OF TENNESSEE, 8320 EAST WALKER SPRINGS LANE SUITE 200, KNOXVILLE, TENNESSEE 37923, in the Register's Office for DAVIDSON County, Tennessee and to J. PHILLIP JONES AND/OR JESSICA D. BINKLEY, either of whom may act, appointed as Substitute Trustee in an instrument of record in the Register's Office for DAVIDSON County, Tennessee, to secure the indebtedness described; WHEREAS, the said Deed of Trust was last assigned to TENNESSEE HOUSING DEVELOPMENT AGENCY, the entire indebtedness having been declared due and payable by TENNESSEE HOUSING DEVELOPMENT AGENCY BY AND THROUGH ITS SERVICER AND AUTHORIZED AGENT, U.S. BANK NATIONAL ASSOCIATION, being the present owner/holder or authorized agent, designee or servicer of the holder/owner of said indebtedness, has requested foreclosure proceedings to be instituted; and as provided in said Deed of Trust, I, J. PHILLIP JONES/ JESSICA D. BINKLEY, will by virtue of the power and authority vested in me as Substitute Trustee, on THURSDAY, SEPTEMBER 15, 2016 AT 10:00 A.M. LOCAL TIME AT THE FRONT ENTRANCE OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, sell to the highest bidder for cash, free from the equity of redemption, homestead, and dower, and all other exemptions which are expressly waived, and subject to any unpaid taxes, if any, the following described property in DAVIDSON County, Tennessee, to wit:

PROPERTY LOCATED IN THE COUNTY OF DAVIDSON, TENNESSEE:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 27 ON THE PLAN OF RIVER GLEN, PHASE 7, OF RECORD AS INSTRUMENT NO. 20060512-0016858, AND A PART OF THE HORIZONTAL PROPERTY REGIME OF RIVER GLEN, A HORIZONTAL PROPERTY REGIME CREATED UNDER A MASTER DEED AND BY-LAWS OF RECORD IN BOOK 7566, PAGE 371, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH RIVER GLEN, PHASE 7 IS SUBMITTED BY DECLARATION OF SUBMISSION OF RECORD AS INSTRUMENT NO. 20060713-0083147, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO SONIA WILSON BY DEED FROM DAVID BURKE FISH AND WIFE, KELLY BUCKLES FISH, TENANTS BY THE ENTIRETY, OF RECORD AS INSTRUMENT NO. 20061218-0121299, DATED DECEMBER 5, 2006, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 2626 RIVER MEADE WAY, NASHVILLE, TENNESSEE 37214.

MAP & PARCEL 052 13 08 244.00

THE SALE OF THE SUBJECT PROPERTY IS WITHOUT WARRANTY OF ANY KIND, AND IS FURTHER SUBJECT TO THE RIGHT OF ANY TENANT(S) OR OTHER PARTIES OR ENTITIES IN POSSESSION OF THE PROPERTY. ANY REPRESENTATION CONCERNING ANY ASPECT OF THE SUBJECT PROPERTY BY A THIRD PARTY IS NOT THE REPRESENTATION/RESPONSIBILITY OF TRUSTEE(S)/ SUBSTITUTE TRUSTEE(S) OR THEIR OFFICE.

THIS SALE IS SUBJECT TO ANY UNPAID TAXES, IF ANY, ANY PRIOR LIENS OR ENCUMBRANCES, LEASES, EASEMENTS AND ALL OTHER MATTERS WHICH TAKE PRIORITY OVER THE DEED OF TRUST UNDER WHICH THIS FORECLOSURE SALE IS CONDUCTED, INCLUDING BUT NOT LIMITED TO THE PRIORITY OF ANY FIXTURE FILING. IF THE U.S. DEPARTMENT OF THE TREASURY/ INTERNAL REVENUE SERVICE, THE STATE OF TENNESSEE DEPARTMENT OF REVENUE, OR THE STATE OF TENNESSEE DEPARTMENT OF LABOR AND WORK FORCE DEVELOPMENT ARE LISTED AS INTERESTED PARTIES IN THE ADVERTISEMENT, THEN THE NOTICE OF THIS FORECLOSURE IS BEING GIVEN TO THEM, AND THE SALE WILL BE SUBJECT TO ALL APPLICABLE GOVERNMENTAL ENTITIES RIGHT TO REDEEM THE PROPERTY, ALL AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 28 U.S.C. 2410 (C). THE NOTICE REQUIREMENTS OF T.C.A. 35-5-101 ET SEQ. HAVE BEEN MET.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE.

IF YOU PURCHASE A PROPERTY AT THIS FORECLOSURE SALE, THE NOTICE OF PURCHASE PRICE IS DUE AND PAYABLE IN THE FORM OF CONCLUSION OF THE AUCTION IN THE FORM OF A CERTIFIED/BANK CHECK MADE PAYABLE TO OR ENDORSED TO LAW OFFICE OF J. PHILLIP JONES. PERSONAL CHECKS WILL BE ACCEPTED. AMOUNTS RECEIVED IN EXCESS OF THE WINNING BID WILL BE REFUNDED TO THE SUCCESSFUL PURCHASER AT THE TIME THE FORECLOSURE DEED IS DELIVERED.

OTHER INTERESTED PARTIES: MAIN STREET ACQUISITION CORP; RIVER GLEN PROPERTY OWNERS ASSOCIATION, INC.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This is improved property known as 2626 RIVER MEADE

Continued from last column

WAY, NASHVILLE, TENNESSEE 37214.

J. PHILLIP JONES/ JESSICA D. BINKLEY, Substitute Trustee

1800 HAYES STREET
NASHVILLE, TN 37203
(615) 254-8430
www.phillipsoneslaw.com
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F16-0652
RUN: Aug 3, 10, 17 2016

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Auctions

AUCTION

1900 SQ. FT. CONDO / AUTUMN CHASE
2 FULL BATHS / 2 CAR GARAGE / PERSONAL PROPERTY
LIVING ROOM FURNITURE / BEDROOM SUITE
SOFAS / COFFEE TABLE
KITCHEN ISLAND / REFRIGERATOR / FREEZER
303 AUTUMN CHASE DR 37214

SATURDAY AUGUST 20TH 10:30 AM

Directions: From Nashville take I-65 East to Briley Parkway Exit # 21SB. Take Briley Pkwy. North 3 ½ miles to exit # 10 Right on 2 Rivers Parkway to Mollylock Pike left ½ mile to Autumn Chase Dr.

Real Estate Selling First at 10:30 AM. This approx. 1900 sq. ft. brick condo has, carpet and hardwood floors, 2 bedrooms, 2 full baths, and central heat and air, and separate dining room. The living room has cathedral ceilings with a gas fireplace, the kitchen has stained oak cabinets, recessed lighting, plenty of cabinets, built-in pantry, and laundry closet with washer / dryer connections. Off the master bedroom is a library / study w/built-in bookcases and a 18 x 13 Florida room each with their own heating and cooling. 2 car Garage with electric openers and built in storage. $154.00 per month HOA dues. This is a unique opportunity to purchase a home in a development where sales are rarely recorded. Recently located to Opry Mills, Briley Parkway, I-40, I-65, and I-24

Personal Property: Dining room table and chairs, kitchen island, stools, pedestalized dining table, wood glass top, end tables, lamps, candelabras, dresser with mirror, entertainment center, wall hangings, knick-knacks, mirrors, vases, sofas, Weslo treadmill, drum table, armchair w/ ottoman, Magnavox flat screen TV, bed with dresser and double mirrors, chiffarobe, half tree, plant stand, Frigidaire upright freezer, Whirlpool refrigerator, etc.

Terms: CASH. Make Your Own Financial Arrangements. Prior to sale financing is available through Wilson Bank and Trust. Member FDIC. Equal Housing Lender. Please call Janice Dumberger, NMLS # 447347 at 615-547-5551 for specific information related to financing. 15% Earnest Money Day of Sale Balance at Closing. Deed and Insured Title Furnished by Seller. Sale # 03816

Bobby Colson Auctioneer
www.colsonauctions.com
$25.00 Will Be Given Away

ABSOLUTE AUCTION!

NO RESERVES!

THURS. AUG. 18TH 6:00 PM
720 BELL ROAD • NASHVILLE

SELLING TO THE HIGHEST BIDDER REGARDLESS OF PRICE!

PRIME DEVELOPMENT, 1 MILE FROM I-24
OPEN PASTURE • WOODS • METAL BARN
LOCATION! LOCATION! LOCATION!
2 ENTRANCES ON BELL ROAD

TERMS: 10% Down Day Of Sale, Balance Due in 30 Days.
10% Buyer's Premium. Drive Out And Make Your Inspections!
From Nashville, I-24 West to Exit 59, Left on Bell Road, Proceed 1.3 Miles to Property On Right.

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Public Notices

ADVERTISEMENT FOR BIDS

Bids are invited for General Contract for the Work of following project(s) Examine documents at Designer's office or the following locations. Obtain documents from Designer per instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding $25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Non-Discrimination policy applies. Project: Readiness Center HVAC and Energy Updates, Tennessee Army National Guard, Columbia, Maury County, Tennessee; SBC Project No. 361014-01-2015 Bids Received At: William R. Snodgrass Tennessee Tower, Conference Center North, Room 1.176 (Conference Room O), 3rd Floor, 312 Rosa L. Parks Avenue, Nashville, Tennessee 37243-1102 Until: 1:00 p.m. Local Time (Central Time) On: Tuesday, August 30, 2016 Plan Rooms: Dodge Data & Analytics, Nashville, Tennessee; Associated General Contractors, Nashville, Tennessee; Nashville Contractors Association, Nashville, Tennessee; CMD, Norcross, Georgia. Plan Deposit Amount: $1,000.00. Designer: OLG Engineering, Inc.; 201 Industrial Boulevard, Tullahoma, Tennessee 37388. Contact: Tim Little, Phone: (931) 454-5940. Pre-Bid Conference: At the Facility, on August 16, 2016 at 1:00 p.m., Local Time (Central Time).

0001478734

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A Care All Home Care Services

owned by: Molly, LLC

with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need

for: The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC, DBA CareAll Home Care Services is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, RUtherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister company of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016

The contact person for this project is Mary Ellen Foley, Project Director

who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Transportation

GANNETT Publishing Services at The Tennessean

Night Full-Time Truck Driver Opening @ $15 per hour and Day/Night Part-Time Truck Driver needed @ $14 per hour

Gannett Publishing Services at the Tennessean has an immediate need for a full time and part time truck drivers on our night shift. Our truck drivers make deliveries to subscribers in our circulation area. Candidates must be able to lift and carry 40 lbs; must be DOT certified; possess a CDL class A or B license and have a good driving record. Fridays and Saturdays night shifts are mandatory; week nights shifts will vary based on the business need.

Starting pay for the full time position is $15 and starting pay for the part time position is $14 per hour.

For the part time opening: shift times vary throughout the week and the average number of hours per week is between 16 and 24.

Apply on line for the full time night shift opening at http://bit.ly/28TiPe6

Apply on line for the part time night and day openings at http://bit.ly/1RLSbiK

Or call 615-259-8231 or email tnvision@gannett.com

The full time position offers a full benefits package including paid time off, paid holidays, dental, vision and health benefits, 401K, and so much more.

Don't let this opportunity pass you by - apply today!

Successful applicants must complete and pass a drug test and background check.

About USA TODAY NETWORK:
The USA TODAY NETWORK is the largest local to national media network in the country. Powered by USA TODAY, the multiplatform news organizations with deep roots in 92 local communities, plus USA TODAY, the multiplatform news network informs and engages more than 100 million readers each month through its diverse portfolio of digital, mobile, and publishing products.

To connect with us, visit http://www.gannett.com/

Gannett Co., Inc. (NYSE: GCI) is a proud equal opportunity employer. We are a drug free, EEO employer committed to a diverse workforce. We will consider all qualified candidates regardless of race, color, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity, family responsibilities, disability, education, political affiliations or veterans status.

Auctions

AUCTION

Saturday, August 13, 2016 @ 10:00 A.M.
3700 Brickmont Drive-Nashville
Brick Home-Corner Lot-Convenient Location
Seiter-Middle TN Drug Task Force

REAL ESTATE-4 bedroom, 2 bath brick home with large living room, separate dining room, kitchen, CHA, and garage. Fenced back yard and patio. Home sits on a large corner lot with two driveways. Home is convenient to Briley Parkway, I-65, and minutes to the downtown Nashville amenities

TERMS: 10% down day of sale with balance due in full in 45 days from sale date. Taxes to be prorated. Title insurance & land transfer tax. Announcements made day of sale take precedent over all prior advertising.

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Public Notices

0001496299

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Tenn SM, LLC d/b/a Providence Surgery Center, an existing ambulatory surgical treatment center (ASTC) provider, owned by: Tenn SM, LLC with an ownership type of limited liability company and to be managed by: USP Tennessee, Inc. intends to file an application for a Certificate of Need for the conversion of the existing ASTC, which is limited to orthopedic and pain procedures, to a multi-specialty ASTC at 5202 Crossing Circle, Suite 110 in Mount Juliet, TN, 37122 (Wilson Co.). No renovation or new construction is required. No major medical equipment will be purchased. As part of the project, the existing two operating rooms and one procedure room will be redesignated as part of a multispecialty ASTC. Total project costs are estimated to be $335,387.

The anticipated date of filing the application is August 15, 2016.

The contact person for this project is Byron R. Trauger, Esq., counsel to Applicant, who may be reached at Trauger & Tuke, 222 Fourth Avenue North, Nashville, TN 37219, 615-256-8585.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Public Notices

0001478825

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services, Home Health Agency

owned by: CareAll, LLC

with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for: VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services, located at 4015 Travis Drive, Suite 102, Nashville, TN, 37211, Davidson County, intends to offer services in Counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford, Williamson, Smith, Clay, Jackson, Overton, Putnam, Cumberland, Dekalb, Van Buren, Warren, White, Perry and Cannon. These six counties will be acquired with the surrender of these same six counties, including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. Anticipated cost of the project is $21,000.

The anticipated date of filing the application is: August 12, 2016

The contact person for this project is Mary Ellen Foley, Project Director who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

38
3H

SUPPLEMENTAL #1
August 29, 2016
11:11 am

STATE OF TENNESSEE

COUNTY OF MAURY

PROOF OF PUBLICATION

Before me, Vickie L. Woody, of the county and state of aforesaid, personally appeared Betty Stewart, with whom I am personally acquainted and who upon oath acknowledged herself to be the Office Manager of **THE DAILY HERALD,** a newspaper published in the City of Columbia, in said county and state, who, on oath, deposes and says that the publication of which the annexed slip is a true copy, was published in said newspaper

AUGUST 10, 2016 20.00"

This legal notice was published online at www.columbiadailyherald.com and http://www.publicnoticeads.com/TN/ during the duration of the run dates listed. This publication fully complies with Tennessee Code Annotated 1-3-120.

Betty S. Stewart
OFFICE MANAGER

Vickie L. Woody
NOTARY PUBLIC

Subscribed and sworn to before me, this 10th day of August, 2016.

MY COMMISSION EXPIRES:
JUNE 25, 2017

SUPPLEMENTAL #1

LEGALS

August 29, 2016
11:11 am

Apartments Unfurnished

MT. PLEASANT - Clarke Manor Apartments, 1-BR, $375/mo. 2-BR $475/mo. 3-BR $600/mo. Water sewer, garbage pickup included. Weekly rates available for 1-BR and 2-BR. Section 8 accepted with application approval. $350 deposit. (931)797-2309.

FOR LEASE
1, 2, & 3 Bedroom Apartments,Condos, Duplexes and Houses in the Columbia, Neapolis and Spring Hill Area from $550 to $1725 a month. For current availability call Deborah (931)388-0412 or (931)626-8880 nights and weekends (until 7pm only) see also our website: mcbroomhomes.net

TROTWOOD APARTMENTS
Close to Downtown
906 Trotwood Avenue
1 & 2 Bedroom
ALL APPLIANCES
No Pets
(931)388-1211 EHO.

Commercial Property

1,000SQ.FT. RETAIL/ Office space available. Hwy. 31-Neapolis. (931)698-1760.

Houses Unfurnished

2BR C/H and air. Redecorated $500 Monthly also a deposit down. References needed. Call (931)968-3181.

3/4 Bedroom with 2 baths. Starting at $695-$995 monthly. In Malibu. Call Don (931)334-3896.

HOME FOR Rent- Mt. Pleasant, Adams St. 2BR, 1BA, Electric CHA, Stove, refrigerator, microwave. No utilities, no pets. $600 month, $500 Deposit. Call (931)797-2309.

FOR DOZENS MORE

GO TO The Daily Herald WEBSITE:
c-dh.net
or
columbia.jobs.careercast.com

STOP IN FOR SOME GREAT DEALS!!!
At Countryside Village

We have 2, 3, and 4 Bedroom, 2 bath homes.

Brand new Doublewides, and singlewides.

Rent starting as low as $599.00 per month!!! "Rent" "Buy" "Lease to Purchase" Your Choice

We also have previously loved homes for Rent and for Sale.....

LET MY STAFF HELP YOU MAKE YOUR DREAM OF "HOME OWNERSHIP" BECOME A "REALITY" CALL TODAY AND SPEAK TO SUE OR HEATHER

931-388-8412
Where the American Dream of Home Ownership BECOMES A REALITY!

COUNTRYSIDE VILLAGE
200 Early Road
(931)388-8412

Houses Unfurnished

HOUSE FOR RENT. North Columbia. Jackson Heights Subdivision. 2/3 Bedrooms. NO PETS. $1,000 month. $1,000 deposit. (615)794-9821.

PROPERTY MANAGEMENT Services. Residential, Commercial. DUCK RIVER REALTY, (931)381-3655.

RIVERSIDE- 4BR, 2BA with unfinished basement. Stove, dishwasher. NO fridge. Hardwood floors. No pets. $1,100 month, $1,100 deposit. Duck River Realty, (931)381-3384.

TROTWOOD- 4BR, 2BA, basement with 2 car garage. No kitchen appliances. No pets. $1,300 month, $1,300 deposit. Duck River Realty, (931)381-3384.

VERY NICE Brick home. 3BR, 2BA, new carpet, w/ carport. $1,300 mo. plus deposit. Call (931)626-4518.

ALL THE
HELP WANTED
ADS IN OUR CLASSIFIED SECTION ON
TUESDAYS, THURSDAYS & SUNDAYS
The Daily Herald

Lots For Sale

LAND FOR Sale By Owner. 5 acre tracts and larger tracts. Over 500 acres of beautiful land divided. Only three miles from Pulaski. Public water and electricity. Terms available. Please call. (931)363-5349.

Mobile Homes-Rent

1, 2 & 3 Bedrooms, with stove and frig. Washer and dryer hook-ups. Owner pays all utilities. We mow your yard. No rental references required. No Pets.
388-1485

EQUAL HOUSING OPPORTUNITY

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, handicap, family status, sex or national origin, or an intention to make any such preference, limitation or discrimination".

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for The relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services 135 Kennedy Drive, Martin, TN 38237, 731-587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building
9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Aug. 10 1tc

Mobile Homes-Rent

2 & 3 BDR Doublewides
2 & 3 BDR Singlewides
Gas & Electric Furnished
Washer & Dryer Hookups
NO PETS
Close to Wal-Mart
381-3873

$120 A Week- 1 bedroom mobile homes for rent. Utilities furnished. Call for availability. (931)388-1485. No pets.

CLEAN 3BR, 2BA, country setting near Spring Hill. Appliances, no pets. $750 month. (931)490-1815.

EXTRA NICE Doublewide. 3 Bedroom, 2 Bath. $700 month. Call (931)548-2039.

INVITATION TO BID

Columbia Power and Water Systems request to receive bids on the following items:

DIGITAL CAPABLE RADIO REPEATER SYSTEM

Specifications are on file at the office of the purchasing manager. Sealed bids will be received at the office of the purchasing manager, James R. Clark, Columbia Power and Water Systems, 201 Pickens Lane, Columbia, TN 38401 until 2:00 p.m. (local time) September 9, 2016.

Aug. 10 1tc

Safe Storage

606 Lion Parkway, Columbia, TN 38401
FORECLOSED UNIT SALE
Saturday August 27th, 2016
10:00 AM

Customer	Unit
Joan Barbera	121
Marqultues Biggers	320
Phyllis Braden	031
Murvin Brooks	098
Les Buttrey	192
Lateisha Camel	166
Kristal Cline	165
Justin Fralix	212
Gary Hannah	268
Tristen Kelly	144
Tiffanny Martin	264
Shavita Mayes	052
Miller James/Mellssa	024
Lisa Parent	012
Darryl Shepard	069
Demond Sowell	814
Cincotta Williams	454

Aug. 10, 24, 26 3tc

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: CareAll, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4015 Travis Drive, Suite 102, Nashville, TN 37211, Davidson County intends to add the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Macon, Trousdale, Wilson, Rutherford, Bedford, Williamson, Smith, Clay, Jackson, Overton, Putnam, Cumberland, Dekalb, Van Buren, Warren, White, Perry, and Cannon. These six counties will be acquired with the surrender of their same six including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services. Existing home care services will not be affected, and no new service will be initiated or service discontinued. The project does not impact patient care, involves no construction or capital expenditure or the acquisition or modification of any items of major medical equipment. Anticipated cost of the project is $21,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services 135 Kennedy Drive, Martin, TN 38237, 731-587-2996

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building
9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Aug. 10 1tc

Mobile Homes-Rent

FREEDOM HOME BUYERS. MOBILE Home Community. 1 and 2 BR, utilities included. Call (615)454-0105.

Office-Rent

6,000SQ.FT. WAREHOUSE with office. Spring Hill. (931)698-1760.

PRIME OFFICE SPACE DOWNTOWN and Around - Let us know your needs. Call (931)388-2937.

Transportation

Automobiles

PUBLIC AUCTION- GARAGE Keeper's Lien: 1994 Chevy Blazer, 6.5 L, Diesel, 186658 Miles, 4WD, Automatic. Vin: 1GNEK18SORJ354921. Location: Dixie Diesel, Inc. 200 East 16th Street, Columbia. Date: Thursday Sep01 at 2:00pm.

CHILD CARE SERVICES

Automobiles

FOR SALE 2000 Jeep had another motor put in it, 60,000 miles, new tires. Backed into right side, drives fine. $2000 OBO. Call (931)626-3402

Want To Buy-Trade

CASH FOR CARS. For Cars, Trucks and Vans. Running or not. No title no problem. Call Mike (931)215-6434.

NOTICE TO CREDITORS

As required by TCA §30-2-306

P-179-16

Notice is hereby given that on August 2 of 2016 Letters Testamentary in respect of the estate of Linda F. Gemmell who died 7/22/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1)(A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Delilah A. Speed
Executor
Houston Parks
Attorney
Larry M. Roe, Jr.
Clerk & Master
Aug. 10, 17 2tp

NOTICE TO CREDITORS

As required by TCA §30-2-306

P-178-16

Notice is hereby given that on August 2 of 2016 Letters Testamentary in respect of the estate of Lynn Harold Russell who died 7/12/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1)(A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Daniel Claude Russell
Executor
Pro Se
Attorney
Larry M. Roe, Jr.
Clerk & Master
Aug. 10, 17 2tp

NOTICE TO CREDITORS

As required by TCA §30-2-306

P-167-16

Notice is hereby given that on July 21 of 2016 Letters Testamentary in respect of the estate of Ruby Jean Thurman Hood who died 7/16/2016, were issued to the undersigned by the Maury County Chancery Court of Maury County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above- named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:(1) (A) Four (4)months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty(60)days before date that is four (4) months from the date of the first publication (or posting);or (B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors, if the creditor received the copy of the notice less than sixty(60)days prior to the date that is four (4) months from the date of the first publication (or posting) as described in (1)(A);or (2) Twelve (12)months from the decedent's date of death. All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once.

Paul Breeden
Executor
Beverly Rayburn
Attorney
Larry M. Roe, Jr.
Clerk & Master
Aug 3, 10 2tp

40
312

SUPPLEMENTAL #1

August 29, 2016
11:11 am

McNairy County Publishing Co.
Publishers of

Independent Appeal

111 North Second/P.O. Box 220/Selmer, Tennessee 38375/Telephone 731-645-5346

PUBLISHER'S CERTIFICATE

STATE OF TENNESSEE, McNairy County

I **Janet Rail**
of the Independent Appeal make oath in due form that the notice hereto attached in the case of Notification of Intent to Apply for a Certificate of need
has been published in said paper for 1 consecutive weeks, as required by law. The publication dates were as follows: August 10, 2016

Janet Rail (SW)

Sworn to and subscribed before me this 11th day of Aug., 2016.

Sandy Whitaker

My Commission Expires November 28, 2018

Publishers Fee 66.00

SANDY WHITAKER
STATE OF TENNESSEE NOTARY PUBLIC
McNAIRY COUNTY

41

The legal notice was published online at http://www.independentappeal.com/publicnotices-cms-1437 and will be viewable during the duration of the

SUPPLEMENTAL #1
August 29, 2016
11:1 am

This ADD not published as instructed

Public Notices

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on August 23, 2016 on or about 12:00PM local time, at the East door of the McNairy County Courthouse located in Selmer, Tennessee, conducted by the Substitute Trustee as identified and set forth herein below, pursuant to Deed of Trust executed by **DANNY L. REED AND BARBARA M. REED,** to WESLEY D. TURNER, Trustee, on July 25, 2005, at Record Book 376, Page 2344 as Instrument No. 45965 in the real property records of Mcnairy County Register's Office, Tennessee.

Owner of Debt: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC, ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-W3

The following real estate located in Mcnairy County, Tennessee, will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

A CERTAIN TRACT OR PARCEL OF LAND IN MCNAIRY COUNTY, IN THE STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

LYING AND BEING IN THE 10TH. CIVIL DISTRICT OF MCNAIRY COUNTY.

BEGINNING AT AN IRON STAKE ON THE SOUTH SIDE OF FINGER BLACK TOP ROAD, ADA WAMBLE SIMPSON AND K. A. SIMPSON NORTH WEST CORNER; RUNS THENCE WEST DOWN SAID BLACK TOP ROAD FIVE HUNDRED FIFTY FOUR FEET TO A IRON STAKE ON THE F. E. NAYLOR LINE; THENCE SOUTH TWO HUNDRED AND FORTY FEET ALONG F. E. NAYLOR LINE TO A IRON STAKE; RUNS THENCE EAST ALONG F. E. NAYLOR'S AND JIMMY NAYLOR'S LINE TO ADA WAMBLE SIMPSON AND K. A. SIMPSON SOUTH WEST CORNER FOUR HUNDRED AND FORTY SIX FEET TO A IRON STAKE, RUNS THENCE NORTH TWO HUNDRED AND TWENTY FEET TO THE POINT OF BEGINNING, (BLACK TOP ROAD), CONTAINING TWO AND THREE QUARTERS ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO DANNY L. REED AND WIFE, BARBARA D. REED FROM JAMES R. MCKENZIE AND WIFE, LORAINE MCKENZIE BY DEED DATED 04-11-1970 AND RECORDED 05-01-1970 OF RECORD IN BOOK 68, AND PAGE 136, REGISTER'S OFFICE FOR MCNAIRY COUNTY, TENNESSEE.

Tax ID: 12-050.01

Current Owner(s) of Property: DANNY L. REED AND BARBARA M. REED

The street address of the above described property is believed to be 1613 FINGER LEAPWOOD ROAD, FINGER, TN 38334, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description referenced herein shall control.

SALE IS SUBJECT TO OCCUPANT(S) RIGHTS IN POSSESSION.

THE RIGHT IS RESERVED TO ADJOURN THE DAY OF THE SALE TO ANOTHER DAY, TIME AND PLACE CERTAIN WITHOUT FURTHER PUBLICATION, UPON ANNOUNCEMENT AT THE TIME AND PLACE FOR THE SALE SET FORTH ABOVE. THE TRUSTEE/SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO RESCIND THE SALE. IF THE SALE IS SET ASIDE FOR ANY REASON, THE PURCHASER AT THE SALE SHALL BE ENTITLED ONLY TO A RETURN OF THE DEPOSIT PAID. THE PURCHASER SHALL HAVE NO FURTHER RECOURSE AGAINST THE GRANTOR, THE GRANTEE, OR THE TRUSTEE.

OTHER INTERESTED PARTIES: JUDGMENT IN FAVOR OF MCNAIRY COUNTY, TENNESSEE

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If applicable, the notice requirements of T.C.A. 35-5-117 have been met.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

If the U.S. Department of Treasury/IRS, the State of Tennessee Department of Revenue, or the State of Tennessee Department of Labor or Workforce Development are listed as Interested Parties in the advertisement, then the Notice of this foreclosure is being given to them and the Sale will be subject to the applicable governmental entities' right to redeem the property as required by 26 U.S.C. 7425 and T.C.A. §67-1-1433.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

MWZM File
No. 14-000979-670

JASON S. MANGRUM, JOHN R. ROAN, or JERRY A. BRIDENBAUGH, Substitute Trustee(s)
Premier Building,
Suite 404
5217 Maryland Way
Brentwood, Tennessee 37027
PHONE: (615) 238-3630
EMAIL:
tnsales@mwzmlaw.com

23162 11, 12, 13

IN THE JUVENILE COURT OF MCNAIRY COUNTY, TENNESSEE

STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES,

PETITIONER

vs.

NO. 2016-JV-64

Kayla Michelle Hatley aka Jones and Kegan Tyler Blaine Hatley,

RESPONDENTS.

IN THE MATTER OF: Kensley Grace Hatley, D.O.B. 2/17/15

A Child Under Eighteen (18) Years of Age

ORDER OF PUBLICATION

It appearing to the Court from the allegations of the Petition in this cause and the affidavit of the Petitioner that the whereabouts of the Respondent, Kegan Tyler Blaine Hatley, are unknown and that ordinary process of law cannot be served upon him,
It is, therefore, ordered that Respondent, Kegan Tyler Blaine Hatley, be served by publication of the following notice for four (4) consecutive weeks in the Independent Appeal, a newspaper circulated in McNairy County, Tennessee.

TO KEGAN TYLER BLAINE HATLEY:

The State of Tennessee, Department of Children's Services, has filed a petition against you seeking to terminate forever your parental rights to Kensley Grace Hatley, born February 17, 2015; on the grounds that you have willfully abandoned this child and for other reasons. It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are, therefore, ordered to respond by appearing in Court or filing an Answer to the Petition filed against you. A copy of the Petition may be obtained at the office of the Juvenile Court of McNairy County, Tennessee, in Selmer, Tennessee. This notice will be published for four consecutive weeks. The last date of publication will be 8/10/16. You must appear in Court on 9/19/16 at 10:00 a.m., to appear or defend or file an Answer within 30 days or a Default Judgment or judgment on the facts will be taken against you and a hearing to terminate your parental rights will be set. All future hearings and/ or documents filed in this cause shall be filed with the clerk and shall be considered as service upon you. You may request your copy from the clerk.

ENTERED this 11th day of July 2016
/s/ Van McMahan, Judge

PREPARED FOR ENTRY:
/s/ Delana H. Neill,
BPR #026499

Attorney for the State of Tennessee
Dept. of Children's Services
225 Martin Luther King Drive
Jackson TN 38301
(731) 421-2000

23032 10, 11, 12, 13

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by Molly, LLC with an ownership type of Limited Liability Company and to be managed by CareAll Management, LLC intends to file an application for a Certificate of Need for the relocation of it's principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, Davidson County, Maxlife at Home of Tennessee, LLC DBA CareAll Home Care is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll HOme Care Services, 135 Kennedy Drive, Martin, TN 38237 (731) 587-2996.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
23243 13

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: Pavement Restorations, Inc.
PROJECT NO.: 98049-8216-14
CONTRACT NO.: CNQ021
COUNTY: McNairy
The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/23/16.

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO: Law Signs, LLC
PROJECT NO.: 98049-8216-14
CONTRACT NO.: CNP211
COUNTY: McNairy
The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/16/16.

WANTED: Teacher

McNairy County Schools is looking for a teacher of Mechatronics at McNairy Central High School. This person will need to have expertise in Manufacturing and Computers. They will need to have at least 5 years of full-time on the job training. College work will be beneficial, but not necessary. Beginning salary is $35,200. If interested contact Ronnie Teague for further information.

OUTPATIENT COUNSELOR/ CASE MANAGER - SAVANNAH

Split position 20% Case Management/80% Outpatient Counseling - Must provide individual, group, and family counseling to adults and children; Intensive case management to children and adolescents. Master's degree in psycology, counseling, sociology, or social work required; LSCW, LPC, or Clinical Psychologist preferred.

Send resume to Marilyn R. Wood, Human Resources Coordinator, Quinco Mental Health Center, 10710 Old Highway 64, Bolivar, TN 38008, or email marilyn.wood@quincomhc.org

EOE

******C.N.A. FULL-TIME - $1000 SIGN ON BONUS *** Hurry! Limited Time Offer! Ends August 31, 2016!**

!!!!Starting Rates 10.00!!!!

Nestled in the quaint town of Adamsville, TN, a rural community ideally siuated in a tri-state area 45 minutes from Jackson, Tennessee, Corinth, Mississippi, and Florence, Alabama.

Stop by for a tour today - meet our exceptional team and see our newly updated campus. While you're in town, visit the Buford Pusser Museum (the original Walking Tall) and expose yourself to some true Southern Hospitality!

Comprehensive benefits:

- Medical
- Dental
- Vision
- 401(k)
- AFLAC
- Life
- Uniforms
- Employee Relations
- Verizon/Sprint/ATT discounts
- and MUCH MORE!

We look forward to meeting your!

HELP WANTED
REDWOOD HUT
is looking for a
NIGHT FRY COOK
Experience required
6 nights a week
Tues. - Sun. • 3 till Closing
• Must be 21 & over
• Must fill out application
(731) 689-3260

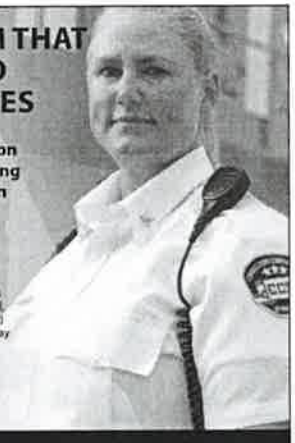
JOIN A TEAM THAT CHOOSES TO CHANGE LIVES

Corrections Corporation of America Is Now Hiring Correctional Officers in Clifton, TN!

South Central Correctional Center
555 Forest Ave.
Clifton, TN 38425

CCA offers a comprehensive benefits package that includes Health, Dental, Vision, Life, PTO, Paid Holidays, 401(k) with company match, competitive pay and paid training!

Must be at least 18 years of age.



Apply now and make a difference.
Learn more and apply at jobs.cca.com/Clifton

CCA

HAVING A YARD SALE/GARAGE SALE?

Just fill this out and drop off at the INDEPENDENT APPEAL, 111 North 2nd Street, Selmer or Call 731-645-5346.

Check one: ☐ **$9 Ad (1x2)** ☐ **$18 Ad (2x2)**

Day of Sale? _____

Time of Sale? _____

Address of Sale? _____

Items For Sale _____

_____

_____

List Name & Phone Number: _____
Will not appear in ad, unless you request it.

42
314

SUPPLEMENTAL #1

August 29, 2016

11:11 am

proofs of instructions

Maxlife publication of Intent

Mary Ellen Foley

Tue 8/2/2016 11:57 AM

To:graphics1@independentappeal.com <graphics1@independentappeal.com>;

1 attachment

Maxlife Letter of Intent and Publication of intent 2.pdf;

Please see publication on page 4 of the attachment to be run in your legal section on August 10th for one day . The instructions for publication are on the form. Please send invoice and copy of actual publication (tear sheet) for credit card payment. Please verify that you received this.

Thank You,

Mary Ellen Foley, RN, BSN, COS-C
Director of Quality Services
CareAll Home Care Services
135 Kennedy Drive
Martin, TN 38237
cell-731-514-1618
office-731-587-2996

43

~~317~~

Cost of Publication

$ 72.00

Proof of Publication

County of Humphreys County

SUPPLEMENTAL #1

August 29, 2016

11:11 am

Personally appeared before me, Bettye J. Vetter **, a Notary Public**

of Humphreys County, Tennessee, Ward Phillips, Publisher, or Kerry Lampley Asst. Advertising Manager, for THE NEWS DEMOCRAT, a weekly newspaper, affirm that the hereto attached duplication appeared in the same on the following dates,

August 10, 2016

20

20

20

Ward Phillips

This legal notice was published online at www.thenews-democrat.com and www.publicnoticeads.com during the duration of the run dates listed. This publication fully complies with the Tennessee Code Annoted 1-3-120.

Subscribed and sworn to before me on this 26 **day of** August **, 2016**

Bettye J Vetter

Notary Public

My Commission Expires October 12, 2016

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services (Name of Applicant) Home Health Agency (Health Type of Facility)

owned by: Molly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for [illegible]: The relocation of its principle off from 900 Nashville Highway, Columbia, TN Maury County to 4105 Trace Dr., Suite 103, Nashville, TN, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNally, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIE Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area. Involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $25,000.

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley (Contact Name) Project Director (Title)

who may be reached at: CareAll Home Care Services (Company Name) 135 Kennedy Drive (Address)

Martin (City) TN (State) 38237 (Zip Code) 731 587-2996 (Area Code / Phone Number)

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

[illegible] Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency in order to the consideration of the application by the Agency.

Attn: Mary Ellen Foley

Thank you!!

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Public Notices

More Public Notices on Page 12

SUPPLEMENTAL #1

August 29, 2016

11:41 am

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated December 10, 2012, and the Deed of Trust of even date securing the same, recorded December 14, 2012, in Book No. TD215, at Page 1219, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by Lisa R. Stanfield and Joshua L. Stanfield, conveying certain property therein described to Old Republic Title Company of Tennessee as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Crescent Mortgage Company, its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Wells Fargo Bank, NA.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Wells Fargo Bank, NA, will, on September 20, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

This being a certain lot or parcel of land lying and being situated in the Second Civil District of Humphreys County, Tennessee, located in the City of Waverly, Tennessee and being Lot 5, Section D of Hidden Hills Subdivision, a plat of which is of record in Plat Cabinet A, Slide 107, Register's Office of Humphreys County, Tennessee, to which reference is hereby made for a more complete description.

ALSO KNOWN AS: **117 Hidden Hills Drive, Waverly, TN 37185**

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

LISA R. STANFIELD
JOSHUA L. STANFIELD

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315919

DATED July 22, 2016

WILSON & ASSOCIATES,
P.L.L.C.,

Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication dates: July 27, August 3, August 10, 2016

NOTICE OF FORECLOSURE SALE

STATE OF TENNESSEE,
HUMPHREYS COUNTY

WHEREAS, Gary Moran executed a Deed of Trust to Mortgage Electronic Registration Systems, Inc. as nominee for Sellers Financial Group, Inc., Lender and Dickson Title, LLC, Trustee(s), which was dated November 17, 2005 and recorded on November 28, 2005 in Book TD195, Page 1095, Humphreys County, Tennessee Register of Deeds.

WHEREAS, default having been made in the payment of the debt(s) and obligation(s) thereby secured by the said Deed of Trust and the current holder of said Deed of Trust, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, (the "Holder"), appointed the undersigned, Brock & Scott, PLLC, as Substitute Trustee, by an instrument duly recorded in the Office of the Register of Deeds of Humphreys County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Holder, and that as agent for the undersigned, Brock & Scott, PLLC, Substitute Trustee, by virtue of the power and authority vested in it, will on August 30, 2016, at 12:00PM at the usual and customary location at the Humphreys County Courthouse, Waverly, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Humphreys County, Tennessee, to wit:

Lying and being in the Third Civil District of Humphreys County, State of Tennessee, and being more particularly described as follows:

BEGINNING at a stake in the northern margin of Indian Creek Road, same being the Berley Duncan's southeast corner; thence North 7 degrees 21 minutes East 373.10 feet to a stake; thence South 82 degrees 38 minutes East, crossing T. V. A.'s casement, in all 866.70 feet to a stake in the northern margin; South 25 degrees 24 minutes West, again crossing T.V.A.'s easement, 331.20 feet to a stake; thence with a curve in said road with a Radius of 222.224 feet, for a length of 90.472 feet; thence South 48 degrees 44 minutes West 52.01 feet; thence continuing with said curve in said road with a radius of 129.713 feet, for a length of 132.646 feet; thence North 12 degrees 41 minutes West 163.71 feet; thence with a curve in said road with a radius of 967.360 feet, for a length of 112.196 feet; thence North 79 degrees 20 minutes West 93.56 feet; thence with a curve in said road with a radius of 463.779 feet, for a length of 152.010 feet; thence North 60 degrees 33 minutes West 49.23 feet; thence with a curve in said road with a radius of 271.549 feet, for a length of 6.63 feet to the beginning, containing 7.95 acres, more or less, according to a survey by Bob Cummings, Land Surveyor, Tennessee RLS No. 693.

Being the same property conveyed to Gary Moran, unmarried, by deed from Kenneth W. Litton and wife, Janet Litton, dated October 30, 2003, and of record in Book 185, Page 2072, in the Registers Office of Humphreys County, Tennessee.

This conveyance in trust is subject to the right of way of Mill Town Road (also known as Indian Creek Road).

This conveyance in trust is subject to a Grant of Transmission Line Easement of record in Deed Book 68, Page 299, in the Registers Office of Humphreys County, Tennessee.

Parcel ID Number: 099 016.00
Address/Description: *1843 Mill Town Road, McEwen, TN 37101.*
Current Owner(s): *Crystal Bumbalough and Scott E. Bumbalough.*
Other Interested Party(ies): *Wells Fargo Bank, N.A.*

The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; a deed of trust; and any matter than an accurate survey of the premises might disclose; and

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This office is attempting to collect a debt. Any information obtained will be used for that purpose.

Brock & Scott, PPLC,
Substitute Trustee
c/o Tennessee Foreclosure Department
6 Cadillac Drive, Suite 140
Brentwood, TN 37027
PH: 615-550-7697
FX: 615-550-8484
File No.: 16-06663 FC01

Publication Dates: August 03, 10, and 17, 2016

SUBSTITUTE TRUSTEE'S SALE

Default having been made in the payment of the debts and obligations secured to be paid in a certain Deed of Trust executed the 22nd day of June, 2007, Dan Lockhart and Ann Lockhart, Husband and Wife, to Kevin Wilson as Trustee, as same appears of record in the Register's Office of Humphreys County, Tennessee in Book TD 201, Page 2841-2852 and John B. Philip or Paul N. Royal or James A. Crislip, Jr. were substituted in his place and the holder of the note, Northpointe Bank, and the owner of the debt secured having requested the undersigned to advertise and sell the property described in and conveyed by said Deed of Trust, all of the said indebtedness having matured by default in the payment of a part thereof, at the option of the owner, this is to give notice that John B. Philip or Paul N. Royal or James A. Crislip, Jr., Substitute Trustees, will on Friday, September 2, 2016 commencing at 11:00 a.m. at the north door of the Humphreys County Courthouse, Waverly, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, the following described property, to wit:

Situated in the County of Humphreys, State of Tennessee:

Property Address: 1762 Sycamore Landing Road, Waverly TN 37185

Property being known as 1762 Sycamore Landing Road, Waverly, Tennessee 37185, and being described as follows: Beginning at a stake in the road from Sycamore Landing to Bakersville and in William Bell's (formerly Mrs. Julie Bell's) East boundary line at the Northwest corner of the formerly M.G. Buchanan tract, now Earl Dreaden's Northwest corner; running thence with the Old Road, North 70 deg. East 541 feet more or less, to an iron pin; thence leaving said road in a Northerly direction 470 feet, more or less, to a point in Dave Anderson's South line, thence South 75 deg. West 525 feet, more or less, to a stake at a bunch of small chestnut stumps at Anderson's and Bell's corner; thence South with Bell's line 495 feet, more or less, to the beginning, containing 5.5 acres, more or less.

This being the same property described by deed of record in Book 191, Page 120, said Register's Office for Humphreys County, Tennessee.

Map 131 Parcel 27.01

Also Including a 1996 Clayton Serial # CLA038866TN

OTHER INTERESTED PARTIES: Capital One Bank (USA), N.A.; Heirs of Dan Lockhart; Heirs of Ann Lockhart

The street address of the above described property is believed to be 1762 Sycamore Landing Road, Waverly TN 37185, but such address is not apart of the of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

SALE IS SUBJECT TO TENANT(S) RIGHTS IN POSSESSION.

All right and equity of redemption, Statutory and otherwise, homestead and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but John B. Philip or Paul N. Royal or James A. Crislip, Jr., Substitute Trustee, will sell and convey only as Substitute Trustee, subject to any prior deeds of trust, real estate taxes, assessments and liens.

The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon announcement at the time and place for the sale set forth above.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time.

This office is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

John B. Philip, Paul N. Royal, James A. Crislip, Jr., Substitute Trustees

Crislip, Philip & Associates
By: Paul N. Royal, Attorney
901.525.2427

Publication Dates: August 10, August 17 and August 24, 2016

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated January 31, 2013, and the Deed of Trust of even date securing the same, recorded February 4, 2013, in Book No. TD215, at Page 2083, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by Ora J. Martin, II and Traian Maryee Martin, conveying certain property therein described to Robert Wagnon as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Republic State Mortgage Co., its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by JPMorgan Chase Bank, National Association.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by JPMorgan Chase Bank, National Association, will, on September 7, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the corporate limits of the City of Waverly, Tennessee, in the Second Civil District of Humphreys County, Tennessee, and being more particularly described as follows: BEGINNING on an iron stake in the northeast intersection of Sunset Drive and Parker Street; thence North 5 degrees 30 minutes East 126.4 feet to a stake in the east edge of Parker Avenue; thence North 82 degrees 40 minutes East 70 feet to a stake; thence South 3 degrees 05 minutes East 129.50 feet to a stake in the north edge of Sunset Drive; thence South 86 degrees 30 minutes West 88.7 feet to the point of beginning.

ALSO KNOWN AS:
95 Sunset Drive,
Waverly, TN 37185

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

TRAIAN MARYEE MARTIN
ORA J. MARTIN, II

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 315859

DATED August 3, 2016

WILSON & ASSOCIATES,
P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication Dates: August 10, 17, 24, 2016

SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on **September 7, 2016 at 11:00AM local time**, at the north door, Humphreys County Courthouse, 202 Court Square, Waverly, Tennessee, pursuant to Deed of Trust executed by Timothy Wayne Vann and Kathy Michelle Vann, to National Registered Agents, Inc., Trustee, on June 15, 2013 at Book TD216, Page 2080, Instrument No. 13001635; all of record in the Humphreys County Register's Office.

Party entitled to enforce security interest: Nationstar Mortgage LLC, its successors and assigns

The following real estate located in Humphreys County, Tennessee, will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

A certain tract or parcel of land in the Second Civil District of Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the Second Civil District of Humphreys County, Tennessee, within the corporate limits of the City of Waverly, Tennessee, and more particularly described as follows, to-wit:

Being Lot No. 6, Section A, Hidden Hills Subdivision, as more fully shown on plat of said subdivision of record in Plat Cabinet A, Slide 107, Register's Office of Humphreys County, Tennessee, to which reference is here made for a more complete and adequate description.

Being the same property conveyed to Timothy Wayne Vann and Kathy Michelle Vann by deed from Sylvia Elayne Frederick dated March 2, 2007 and recorded March 5, 2007 in Book WD191 at page 373, and Instrument 07000684 in the Register's Office of Humphreys County, Tennessee.

Commonly known as
103 Oak Ridge Drive,
Waverly, Tennessee 37185

Tax ID: Map 53O Group J Parcel 2.00

Parcel Number: 53O-J-2.00

Current Owner(s) of Property: Timothy Wayne Vann and Kathy Michelle Vann

Street Address: 103 Oak Ridge Dr, Waverly, Tennessee 37185

Any property address provided is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description referenced herein shall control.

All right of equity of redemption, statutory and otherwise, and homestead are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified/ bank check made payable to or endorsed to Shapiro & Ingle, LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded at any time.

Shapiro & Ingle, LLP,
a Tennessee limited liability partnership
Substitute Trustee
10130 Perimeter Parkway,
Suite 400
Charlotte, NC 28216
Phone: (704) 333-8107
Fax: (704) 333-8156
www.auction.com

File No. 16-106891

Publication Dates: August 3, August 10, August 17, 2016

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated November 29, 2010, and the Deed of Trust of even date securing the same, recorded November 30, 2010, in Book No. TD210, at Page 2942, in Office of the Register of Deeds for Humphreys County, Tennessee, executed by James L. Harvey, conveying certain property therein described to Volunteer Title Company, Inc. as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Republic State Mortgage Co, its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by JPMorgan Chase Bank, National Association.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in [illegible] Trustee, by JPMorgan Chase Bank, National Association, will, on September 7, 2016 on or about 11:00 AM, at the Humphreys County Courthouse, Waverly, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Humphreys County, Tennessee, and being more particularly described as follows:

Lying and being situated in the Third Civil District of Humphreys County, Tennessee, in the City of McEwen, and being a lot of land located in the Ridings Subdivision, McEwen, Tennessee, and being more particularly described as follows, to-wit: BEGINNING at a stake in the north margin of Mike Street at the southwest corner of a lot known as Lot 3-B in the Riding Subdivision and said stake being South 72 degrees West 420 feet from the intersection of said Mike Street and Indian Creek Road; running thence North 18 degrees West 150 feet to a stake at the northwest corner of said Lot 3-B and at the southwest corner of Lot 3-D and the southeast corner of Lot 4-D; thence with the south boundary line of Lot 4-D South 72 degrees West 110 feet to a stake at the northeast corner of Lot 5-B and the southeast corner of Lot 5-D and the southwest corner of Lot 4-D; thence with the east boundary line of Lot 5-B South 18 degrees East 150 feet to a stake in the north margin of said Mike Street North 72 degrees East 110 feet to the beginning, containing one (1) lot, known as Lot 4-B of the Riding Subdivision of McEwen, Tennessee, as surveyed and platted by Sam Long, County Surveyor, in February, 1965.

ALSO KNOWN AS:
98 Mike Street,
McEwen, TN 37101

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property:

JAMES L. HARVEY

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. W&A No. 314138

DATED August 1, 2016

WILSON & ASSOCIATES,
P.L.L.C.,
Successor Trustee

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

Publication dates: August 10, 17, and 24, 2016

NOTICE TO FURNISHERS OF LABOR
AND MATERIALS TO:
Lu, Inc.
PROJECT NO.:
98301-4164-04
CONTRACT NO.: CNP131
COUNTY: Humphreys

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/23/16.

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Mobile at Home of Tennessee, LLC D/B/A CareAll Home Care Services — Home Health Agency

owned by: Molly, LLC with an ownership type of Limited Liability Company

and to be managed by: CareAll Management LLC intends to file an application for a Certificate of Need

[illegible]

The anticipated date of filing the application is: August 12, 20 16

The contact person for this project is Mary Ellen Foley, Project Director

who may be reached at: CareAll Home Care Services, 135 Kennedy Drive

Martin, TN, 38237, 731 / 587-2006

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1): (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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SUPPLEMENTAL #1

August 19, 2016
11:11 am

Substitute Trustee's Sale

WHEREAS, default having been made in the payment of the debts and obligations secured by a Deed of Trust dated 03/23/11, by Delmar Ballinger, Margaret J Ballinger, husband and wife to Larry A. Weissman, Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc., it's successors and assigns and appearing of record in Register's Office of DECATUR County, Tennessee, in Book 265, Page 88, and WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to Federal National Mortgage Association ("Fannie Mae") and WHEREAS, Federal National Mortgage Association ("Fannie Mae"), as the holder of the Note for which debt is owed, ("Note Holder"), appointed the undersigned, Priority Trustee Services of TN, LLC, as Substitute Trustee by instrument filed or to be filed for record in the Register's Office of DECATUR County, Tennessee, with all the rights, powers and privileges of the original Trustee named in said Deed of Trust; and NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Note Holder, and that the undersigned, Priority Trustee Services of TN, LLC, Substitute Trustee, or its duly appointed attorneys or agents, by virtue of the power and authority vested in it, will on August 18, 2016, commencing at 11:00 AM at the Front Door at the Decatur County Courthouse, 22 West Main Street, Decaturville, TN 38329 proceed to sell at public outcry to the highest and best bidder for cash or certified check only. The wiring of funds will not be accepted. The conducting of the sale will be handled by Auction.com. More information concerning their policies and procedures on bidding at the foreclosure sale can be found on their website Auction.com. The following described property situated in DECATUR County, Tennessee, to wit: Being and lying in the 5th Civil District of Decatur County, Tennessee and more particular described as follows Beginning on an iron pin in a driveway in the West right-of-way margin of US Hwy. 641, sixteen feet West of a concrete bridge and 70 feet West of the center of the highway and being the beginning Northeast corner of the tract herein described; thence with the approximate west right-of-way margin of US Highway 641 and 70 feet West of the center of the pavement; South 35 degrees 20 minutes 20 seconds West, 732.96 feet to a stake being the new Southeast corner of the tract herein described; thence with a new severance line, South 87 degrees 05 minutes 06 seconds West, 640.40 feet to a stake being an interior corner of the tract herein described; thence with a new severance line, South 35 degrees 34 minutes 30 seconds West, 114.98 feet to an iron pin in the center of an electrical transmission line; thence continuing with this same severance line, South 35 degrees 34 minutes 30 seconds West, 70.38 feet to a stake being another new Southeast corner of the tract herein described; thence with a new severance line, South 89 degrees 27 minutes 10 seconds West, 480.03 feet to a stake being the new Southwest corner of the tract herein described; thence with a new severance line, North 07 degrees 08 minutes 58 seconds West, 460.59 feet to a spike in the center of a gravel driveway being the new Northwest corner of the tract herein described; thence with a new severance line North 86 degrees 28 minutes 58 seconds East, 507.19 feet to an iron pin; thence continuing with this new severance line, South 85 degrees 42 minutes 19 seconds East, 281.94 feet to a spike in the North edge of a 10 foot wide gravel driveway; thence continuing with a new severance line, North 88 degrees 39 minutes 06 seconds East, 493.90 feet to a stake; thence with a new severance line, North 51 degrees 08 minutes 22 seconds East, 517.75 feet to an iron pin; thence South 54 degrees 07 minutes 00 seconds East, 30.12 feet back to the point of beginning, containing 12.53 acres, more or less, as surveyed on October 13, 1994, by Eddie Coleman, Jr., RLS #1140 with computed adjustments and revisions on December 19, 1993. Easements Sherry Briggs and Derald Gibson retain a perpetual easement to cross the concrete bridge and a portion of the grantee's driveway at their Northeast Corner so that they may gain ingress and egress to their adjoining property from Tennessee State Route 69. Said easement shall not be used for commercial or industrial purposes. Also included in this conveyance is a perpetual easement across a portion of the property of Sherry Briggs and Derald Gibson, for the purpose of ingress and egress to the Grantee's property. Said Easement shall be limited to the field road which runs from the old Highway 69 roadway (now Buck Drive) to the Grantees Northwest Corner, as said field road exists on September 13, 1996. Said Easement shall not be used for commercial or industrial purposes. Also included in this conveyance is a 20 foot wide perpetual easement for electrical service lines across a portion of the property of Sherry Briggs and Derald Gibson along the existing electrical power line serving the house being conveyed to the grantees. Being the same property conveyed to Delmar Ballinger and wife, Margaret J. Ballinger, as tenants by the entireties by Warranty Deed from Sherry Briggs and Derald Gibson dated 9/13/1996 and recorded 9/16/1996 of record in Book 132, Page 593 in the Register's Office for Decatur County, Tennessee. Tax ID: 29-4.06 For Informational Purposes Only Property Address: 7383 Highway 641 North, Parsons, TN 38363 The above legal description is the same as the last Deed of Record, no boundary survey having been made at the time of this conveyance. This conveyance is made subject to all applicable restrictions, easements, building setback lines and conditions of record in said Register's Office for Decatur County, Tennessee. PROPERTY ADDRESS: 7383 HIGHWAY 641 N, PARSONS, TN 38363 CURRENT OWNER(S): Delmar Ballinger and Margaret J. Ballinger The sale of the above-described property shall be subject to all matters shown on any recorded plan; any unpaid taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; and any matter that an accurate survey of the premises might disclose. Substitute Trustee will only convey any interest he/she may have in the property at the time of sale. Property is sold "as is, where is." For every lien or claim of lien of the state identified above, please be advised notice required by § 67-1-1433 (b)(1) was timely given and that any sale of the property herein referenced will be subject to the right of the state to redeem the land as provided for in § 67-1-1433(c)(1). All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. PRIORITY TRUSTEE SERVICES OF TN, LLC 2970 Clairmont Road NE, Suite 780 Atlanta, Georgia 30329 770-234-9181 File No.: 7345.29342 Web Site: www.rcolegal.com News Leader 07/27/16, 08/03/16, 08/10/16 TS#: 7345.29342 FEI # 2013.04523 07/27/2016, 08/03/2016, 08/10/2016

NOTICE TO FURNISHERS OF LABOR AND MATERIALS TO:
Law Signs, LLC
PROJECT NO.: 98048-4199-04
CONTRACT NO.: CNP211
COUNTY: Decatur

The Tennessee Department of Transportation is about to make final settlement with the contractor for construction of the above numbered project. All persons wishing to file claims pursuant to Section 54-5-122, T.C.A. must file same with the Director of Construction, Tennessee Department of Transportation, Suite 700 James K. Polk Bldg., Nashville, Tennessee 37243-0326, on or before 09/14/16.

Public Notice

Decatur County Chancery Court Sale
Civil Docket No. 2016-PR-571

Estate of Mary Oleta Mitchell

To be sold Saturday, August 13, 2016, 10 a.m. Decatur County Courthouse

Property to be sold located 259 Cooley Avenue, Parsons, Tennessee house on 1.474 acres

In obedience with an order, entered in the Chancery Court of Decatur County, Tennessee, I will on Saturday, August 13, 2016, at 10:00 a.m. at the south door of the Courthouse, Decaturville, Tennessee, will sell to the highest and best bidder the property as follows:

Tract of real estate, located in the Sixth Civil District of Decatur County, Tennessee, and shown as Tax Map 52F, Group A, Parcel 020.00, of the Decatur County Assessor of Property's Office in Decaturville, Tennessee.

Directions, pictures and additional information may be obtained at the following website: www.dcchancery.com

The property will be sold to the highest and best bidder for cash, ten percent (10%) down the day of sale and balance due upon delivery of deed. However, the bidding may be reopened within ten days. In order to reopen the bidding, the bid must be raised by a minimum of ten percent (10%) If the bid is raised the property shall be re-advertised and auctioned a second time. The property will then be sold to the highest and best bidder. Closing shall take place following approval by the Court.

Said property shall be sold and conveyed by the undersigned as Special Commissioner only, and not further or otherwise, and the buyer shall rely upon his own good judgment and investigation as to the status of title.

Elizabeth Carpenter, Clerk and Master and Special Commissioner

Edwin C. Townsend, Attorney for Petitioner, 58 Tennessee Avenue South, Parsons, TN 38363 (731) 847-6713

Elizabeth Carpenter, Clerk and Master, 22 West Main Street, Decaturville, TN 38329 (731) 852-3422

Public Notice

The following vehicle will be sold at public auction on August 11, 2016 at 10:00 a.m. at Tom Leitch Auto Center, 125 W. Main St., Parsons, TN 38363 for wrecker and storage fees. Any owner or lienholder may claim the vehicle upon which all charges are paid. •1B7HF13Y8WJ101802.

www.readtheleader.com

Public Notice

The Decatur County Board of Education will meet in regular session, Thursday, August 11, 2016, in the Decatur County Board of Education conference room. Public input begins at 6:00 p.m. and the meeting at 6:15 p.m.

Call meeting to order
Approve agenda.
Approve consent agenda
Approve minutes
Approve paid bills.
Approve General School Board Amendment.
Approve Federal Programs State Approve Budgets.
E. Approve the addition of new Riverside High School course codes for 2016-2017. 9350 – ACT Prep .5 elective credit, 3121 – Content Area Math 1.0 elective credit, 3017 – Content Area Reading 1.0 elective credit.
F. Approve RHS FFA 2016-2017 Field Trip Request.
Approve on first reading revised School Board Policy, 1.407, School District Records.
Approve on first reading revised School Board Policy, 4.804, Religious Content Courses.
Approve on first reading revised School Board Policy, 6.204, Attendance of Non-Resident Students.
Discuss and determine out of county tuition fee.
8. Approve Student Resource Officer Memorandum of Understanding based on School Board Policy, 3.205, Security. Appendix 8
9. Director's Personnel Report.
10. Principal Updates
11. Director Updates
12. Set next board meeting
13. Adjourn

Public Notice

The next meeting of the Board of Commissioners for the North Utility District of Decatur and Benton Counties, TN will be Monday, August 15, 2016 at 5:00 p.m. at the office located at 6448 Highway 641 North, Parsons.

LETTER OF INTENT

The Publication of Intent is to be published in the ... which is a newspaper of general circulation in ... Tennessee, on or before ... 20 16 for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that:

(Name of Applicant) (Facility Type-Existing)

owned by: ... with an ownership type of Limited Liability Company

and to be managed by: ... intends to file an application for a Certificate of Need

The anticipated date of filing the application is: August 10, 20 16

The contact person for this project is ... Project Director (Contact Name) (Title)

who may be reached at: ... (Company Name) (Address)

(City) (State) (Zip Code) (Area Code / Phone Number)

(Signature) (Date) (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1): (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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46
318

SUPPLEMENTAL #1

August 29, 2016
11:11 Email Addresses

Buffalo River Review

Ads or General Information:
brreview@tds.net
News Copy Only:
brreditor@tds.net

PO Box 914 • 115 South Mill St.
Linden, TN 37096
(931)589-2169 • Fax (931)589-3858

Website:
www.buffaloriverreview.com

RE: LETTER OF INTENT

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE
COUNTY OF PERRY

I, Sherri Groom, do swear that I am General Manager of the *Buffalo River Review*, a weekly newspaper published in Perry County, Tennessee, Town of Linden, having an actual and bona fide circulation in Perry County and that the NOTICE, of which the annexed and attached is a true copy, was published for ONE (1) consecutive weeks, as follows, to-wit:

Wednesday, August 10, 2016

Sherri Groom

Sherri Groom, General Manager
The *Buffalo River Review*

Subscribed and sworn to before me this 10th day of August, 2016.

Ginger Edwards

Ginger Edwards, Notary Public

GINGER EDWARDS
STATE OF TENNESSEE NOTARY PUBLIC
PERRY COUNTY, TENN.

My commission expires April 30, 2017

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LINDEN COMMUNITY NEWS
By: Peggy Smotherman

As Billie did, I tell the tale that was told to me.

On Monday, August 1, 2016, Superintendent of Schools Eric Lomax presented Nannette Arnold with the Perry County Teacher of the Year Award. Congratulations, Nanette! We are proud that you are being recognized for all of the hard work that you do for your students. Other teachers selected as Teacher of the Year from their schools were Blake Skelton, Jeanine Westbrooks, Marti Lomax, and Amanda Duke. Congratulations to all of these exceptional teachers. You are appreciated!

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COMMUNITY NEWS SPONSOR

Zula Horner turned 98 years young on August 1, 2016. I called to wish her a happy birthday and she said they had been celebrating for two days. Her children came and carried her out to eat on Sunday night. They brought a big birthday cake on Monday for Zula to share with her friends. She received many nice gifts and several birthday cards. Zula is doing well and seems to like her new home although she still misses her relatives and friends in Perry County. She is always glad to hear from Perry County folks! We are glad that she had a great birthday and hope that she has many more.

Rita Jones is asking for prayers for her 10 year-old nephew Jonathan Wheeler. I believe she said that he had Hodgkin's lymphoma. He had several treatments last year and seemed to be doing well until he went to his doctor for a checkup and learned that he would have to have more treatments. Jonathan is Rita's sister Jean Griggs' grandson. Jean plans to take Jonathan to Six Flags next weekend before he has to start his treatments. Please keep Jonathan in your prayers. We hate for anyone to be sick, but it seems worse when it is a child.

We were sorry to learn that Glenda Barber Edney passed away on Friday, July 29, 2016 at her home. Visitation was held at Young Funeral Home on Saturday evening with funeral services there on Sunday, July 31, 2016 with Bro. DeWayne Barnes officiating. Burial was in the Hunt Hill Cemetery on Spring Creek. We send our sympathy to her husband William Edney, her children Stephanie (Joe) Choate, Michael (Kimby) Edney, and Timothy Edney; her brother Johnny (Nina) Barber; her grandchildren, and the rest of her family. My sister Billie Davis used to work with Glenda and she always thought a lot of her. Please keep this family in your prayers.

Blake Ayers & Ashley Dunn were married in a beautiful ceremony on Saturday, July 30, 2016 at The Bent Cedar—the home of Eric & Donna Culp—on Highway 128, Clifton, Tennessee. Ashley is the daughter of Ms. Tammy Dunn and the granddaughter of Joe Dunn and the late Ann Dunn of Linden. Blake is the son of Donna & Eric Culp and Roger Ayers and the grandson of Kenneth & Peggy Warren of Linden and the late Eddie Ayers and Ann Hinson of Hohenwald. A big crowd attended the wedding and reception. They were blessed with sunshine to add to the beauty of their outdoor other family members had everything beautifully decorated. Congratulations, Blake & Ashley! We wish you both the best.

We were saddened to learn that Lillian Coleman Qualls passed away on Saturday, July 30, 2016 at Westwood Healthcare Center in Decaturville. Funeral services were held on Monday, August 1, 2016 at Young Funeral Home with Keith Fulton officiating. Burial was in the Hunt Hill Cemetery. We send our sympathy to her sons Clark (Angela) Lindsey and Mark "Tommy" (Valerie) Lindsey, her grandchildren, and the rest of her family. Lillian worked for many years at Johnson Controls and she had many friends. Lillian was such an outgoing person and her laugh was contagious. She could have you smiling even if you were in a bad mood. Please keep her family in your thoughts and prayers.

Gina Erisman visited with Mama (Essie King) on Saturday. Gina was Mama's first grandchild and she can always brighten her day. Mama is improving slowly and we hope that she keeps getting better.

Paul & Tara England recently spent several days in Canada. They were on a vacation sponsored by the company for which Paul works. They spent part of the time in Vancouver and a few days in Whistler. They really had a good time and said that the scenery was beautiful, but I believe they were happy to be back home in Texas on Monday night.

The ninth annual Blake Thomas Arnold Memorial Golf Tournament was held at the Buffalo River Country Club on Saturday, July 30, 2016. First place winners were Eric Lomax, Jimmy Miller, Barry Cunningham, and Mark Mathis. Second place went to Phil Corbin, Woody Adams, Larry Dunn, and Steve Brumlow; and coming in third place were Brent Hinson, Peyton Hinson, Johnny Hinson, and Terry Richardson. Since these tournaments have been held, $16,000 in scholarships has been awarded to Perry County students. Four of these recipients—Peyton Hinson, Dedra Irwin, Drew Irwin, and Jeremy Hickok—played in the tournament on Saturday. Nanette Arnold appreciates all those who played in the tournament, those who worked or donated items, or helped in any way. A special thank you goes to Brian Marrs who donated all the ribs and chicken which was sold after the tournament. Brian and Blake were best friends for many years.

We hated to hear of the death of J.D. Kelley who passed away at ECM Hospital in Florence, Alabama on Monday, August 1, 2016. J.D. had been a resident of Hardin Home in Savannah for the last few years, but he lived for many years in the Bend of the River. He was a friend of our family for many years, and we could not have asked for a better neighbor. He would share vegetables from his garden and was always ready to help in any way he could. On Sunday, I went by the nursing home to see J.D. and was told that he was in the hospital there in Savannah. I went to the hospital and the doctor said he had been transferred to ECM Hospital in Florence because his condition had gotten so much worse and he needed to be in ICU. I knew it was very serious when the doctor said, "Just pray for him." J.D. made it through the night, but passed away on Monday. Visitation has been scheduled for Friday evening at Shackelford Funeral Home in Waynesboro with funeral there on Saturday, August 6, 2016. We will miss J.D.

These celebrating birthdays this week are Sandra Warren, Melanie Pace, and Easten Coblentz on August 10th; Matthew Dane Lineberry Miles Lee Baker, and Sandra Marie Mercer on the 11th; Brent Garrison, Carolyn Taylor, Elizabeth Paschall, Henry McMorris, Sarah Seiber, Sutherlane Tubbs, Carol Bunch, Leanne Rosson, and Georgia Mae Prosser on the 12th; Chasy Qualls Jacobs, Daniel Pope, James Edney, Michelle Staggs, Leigh Ann Tucker, Brownie Barber, Michelle Rogers, Melinda Breaud, and Bill Trull on the 13th; Jennifer Warren Kilpatrick, Judy Kelley, Cathy Roberts, Patricia Carroll, Mariah Higgins, Loretta Holder, Kensley Vaughn, Loretta Richardson, Warren Brunette, and my son-in-law Paul England on the 14th; Era Nell Pevahouse, Lauren Bunch, Taylor Graves, Tommy Jack Worley, Brailen Tucker, Ruth Hooper, Bobbie Steele, Anthony Bledsoe, Billy Icenogle, and Scott Bledsoe on the 15th; Bobby Garner, Susan Harper, Susan Mackin, Jimmy Moore, Jayanna Inman, Zach Dill, Richard Beasley, Jason Holder, Chelsea Barber, Donna Eaves, my niece Amber Lancaster, and my sister Barbara Williams on the 16th.

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COMMUNITY NEWS SPONSOR

Couples celebrating their anniversaries this week are Wallace & Kathy Pevahouse on August 10th; Gil & Ginger Cagle and Terry & Cynthia "Sam" Mangrum on August 11th; James & Nova Cotton on August 13th; and Scott & Joy Breeding on August 15th. We hope that all of these couples enjoy their special day.

On this week's prayer list are Clenny Denton, Sue Ann Durden, Nancy Connor, Thomas Graves, June Hinson, Doris Burdette, Terry Phillips, Chub & Susan Mackin, Greg Hinson, McKenzie Denton, Kenneth Warren, Dean Lomax, Essie King, Doris Halford, Becky Cunningham, Diane Bledsoe, Jane Davis, Jonathan Wheeler, Jerry Barber, Don Adkins, Mary Cruse, Donald Warren, Dakota Graham, Shirley Adkins, Mary Lou Johnson, Verna Lee Richardson Pryor, Lorene Mathis, John & Joan Jackson, David & Ada Hancock, Sonny Arnold, Vivian Long, Peggy Smith, Wallace "Fub" Holder, Robert Spencer, Gail Brown, Sophie Ryan, Gene Hester, Norma Jean Warren, Gary Cook, and many others.

Please remember to pray for all of our military: Chris Aderhold, Amy Campbell, Jason Crews, Tyler Davidson, William DePriest, Nathan Fortner, Charles Hickok, James Howard Hollis, David Killian, Jason Killian, Shawn Killingsworth, Tommy Lindsey, Hunter McCann, Shawn McGee, Clay Pope, David Schmidt, Eric Sutin, Johnny Westbrooks, Kevin Wilson and all others serving our country. We pray that God will keep them out of harm's way and bring them home safely.

MLEC Poster Contest Opens

Lewis Electric Cooperative's annual poster contest is underway. To enter, students are asked to design a poster illustrating ways to be safe around electricity using the theme "#MLECEverydaySafe."

There are two grade divisions: K-2 and 3-5. Winners will be chosen in each division in each county (Hickman, Houston, Humphreys, Lewis and Perry counties) served by MLEC.

Awards will be presented at MLEC member meetings in October, and winners will be notified by mail. Each first place winner will receive $25 and a bicycle. Second place winners receive $25, and third place winners receive $20.

Seven honorable mention winners will also be recognized in each county in each division and win $10 each. All winners will receive an award certificate.

Additionally, all first place winners will be entered in the five-county contest and compete for an overall prize of $100!

Submissions are due to local schools or any MLEC office by 4:30 p.m. on September 13. Entry forms are being delivered to area schools and are available online. Home-schooled students are also eligible.

Contest Rules:

--Poster Size – ½ of a full-size poster board (turned so that it is more wide than tall.)

--The title "#MLECEverydaySafe" must be on the poster.

--If materials are applied to the poster, they should not make it more than 2 inches thick.

--A completed identification tag must be taped or glued securely to the back of the poster in the top, right-side corner. If a tag is not available, details can be printed directly on the poster. Details to include are the student's name, gender, parent names, address, phone number, grade, school, and teacher. If the information is missing or incomplete, the poster will not be judged.

For more information, contact your teacher, MLEC Manager of Member Services Vanessa Clayborn at (931) 729-7232, or e-mail power@mlec.com.

MLEC, your source for safe, low-cost, reliable electricity, is non-profit and member owned, serving over 33,500 meters in Hickman, Houston, Humphreys, Lewis and Perry counties. Visit www.mlec.com to learn more.

Life Line Screening Offered in Parsons

Residents living in and around the Parsons can learn about their risk for cardiovascular disease, osteoporosis, diabetes, and other chronic, serious conditions with affordable screenings by Life Line Screening.

Decatur County Convention Center will host this community event on August 22, 2016, at 1925 Highway 641 S. in Parsons.

Screenings can check for:

--The level of plaque buildup in your arteries, related to risk for heart disease, stroke and overall vascular health;

--HDL and LDL Cholesterol levels;

--Diabetes risk;

--Bone density as a risk for possible osteoporosis;

--Kidney and thyroid function, and more;

Screenings are affordable, convenient, and accessible for wheelchairs and those with trouble walking. Free parking available.

Packages start at $149, but consultants will work with you to create a package that is right for you based on your age and risk factors.

Call 1-877-237-1287 or visit our www.lifelinescreening.com. Pre-registration is required.

PUBLIC NOTICES

SUPPLEMENTAL #1

August 29, 2016

11:11 am

Legal Notices can be viewed at our ... com under the Public Notices tab. ... notices online may be found by visiting: www.tnpublicnotice.com (a division of tnpress.com).

NOTICE OF GRAND JURY MEETING

"It is the duty of your Grand Jurors to investigate any public offense they know or have reason to believe has been committed and which is triable or indictable in this county. Any person having knowledge or proof that such an offense has been committed may apply to testify before the Grand Jury subject to the provisions of Tennessee Code Annotated, 40-12-104." The foreperson of this county is presently: Loyd (Sam) Warf, 208 Lloyds Lane, Linden, Tennessee 37096.

"The Grand Jury will meet on Monday, the twenty-second day of August, 2016, at 9:00 A.M. You may be prosecuted for perjury for any oral or written statement which you may make under oath to the grand jury, when you know the statement to be false, and when the statement touches on a matter material to the point of the question."

This the 22nd day of July, 2016.

Peggy K. Smotherman, Circuit Court Clerk
Perry County, Tennessee
B 8/17

NOTICE TO CREDITORS

Estate of WILLIAM ARWIN STOVER, Late of PERRY County, Tenn.

Notice is hereby given that on the 26th day of July, 2016, Letters of Testamentary in respect to the Estate of WILLIAM ARWIN STOVER, deceased, who died June 26, 2016, were issued to the undersigned by the Chancery Court of Perry County, Tennessee.

All persons, resident and non-resident, having claims, matured or unmatured against the Estate are required to file the same in triplicate with the Clerk of the above named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claim will be forever barred.

(1) (A) Four (4) months from the date of the first publication (or posting, as the case may be) of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or posting); or
(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1) (A); or

(2) Twelve (12) months from the decedent's date of death.

This the 26th day of July, 2016.

Scott Vale Stover, Executor
Estate of WILLIAM ARWIN STOVER
Charlene Brown, Perry County Clerk & Master
WOOD LAW OFFICES, P.C.
Ricky L. Wood, Attorney
P.O. Box 636, Parsons, TN 38363
Pd 8/17

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that: Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services, Home Health Agency owned by: Molly, LLC with an ownership type of Limited Liability Company and to be managed by: CareAll Management, LLC intends to file an application for a Certificate of Need for [PROJECT DESCRIPTION BEGINS HERE]:The relocation of its principle office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN, 37211, Davidson County. Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Service is licensed to serve Perry, Hickman, Maury, Lewis, Giles, Lawrence, Wayne, Hardin, McNairy, Decatur, Humphreys, Davidson, Williamson, Rutherford, Sumner Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman from the licensed service area and the transfer of these six counties to the licensed service area of the sister agency of VIP Home Nursing and Rehabilitation Service, LLC DBA CareAll Home Care Services. This project will not impact patient care services in this area, involves no construction or capital expenditure or the acquisition or modification of any item of major medical equipment. The anticipated cost of this project is $28,000.

The anticipated date of filing the application is: August 12, 2016.

The contact person for this project is Mary Ellen Foley, Project Director, who may be reached at: CareAll Home Care Services, 135 Kennedy Drive, Martin, TN 38237, (731)587-2986.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted.

Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1): (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Pd 8-10

AUCTION
Saturday, August 13, 2016 at 10:00 AM
249 Luna Street ★ Decaturville, Tennessee

Selling 1344 sq. ft. brick house with 3 acres of land and the personal property of the Lucille Pratt estate, house has 3 bedrooms 1 1/2 baths, new shingle roof, new HVAC and duct work in 2012, new windows, new attic insulation and gutters. This house was built in 1964 and therefore the lead paint notice applies.
★ Personal Property ★
Large 5 Pc. Wood Dining Rm. Set
5 Pc. Wood Dinette Set
GE Refrigerator
Pots, Pans and Dishes
Curved Glass Curio Cabinet
Floral Couch & End Tables
Large Flat Screen TV
Small Flat Screen TV
Entertainment Center
Towels & Linens
Large Storage Cabinet
Antique Chest of Drawers
Old 4 Drawer Chest
Queen Bed, Headboard & End Table
Small Round Table
6 Drawer Chest
Metal Day Bed
2 Large Closet Size Cabinets
Hot Point Washer & Dryer
Riding Lawn Mower
PLUS Many More Items!
Terms: Real Estate - 10% down at time of the sale, balance at closing within 30 days. Personal Property - CASH or GOOD CHECK at time of sale.
Announcements made day of AUCTION will take precedence over ALL advertising.
For more information contact:
SOUTHEASTERN AUCTIONEERS
PO Box 424 • Decaturville, TN • TN License #4149
Col. Don Davis
Broker & Auctioneer Lic #2355
731-549-4584
Col. Jamie Martin
Auctioneer Lic #4978
731-852-4818

48
314

SUPPLEMENTAL #1
August 29, 2016
11:11 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Weakley

NAME OF FACILITY: MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services

I, Mary Ellen Foley, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Mary Ellen Foley
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 26th day of August, 2016, witness my hand at office in the County of Weakley, State of Tennessee.

Tammy Marie Hazlewood
NOTARY PUBLIC

My commission expires May 24, 2017.

TAMMY MARIE HAZLEWOOD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WEAKLEY
My Commission Expires May 24th, 2017

HF-0043

Revised 7/02

Supplemental #2
-Original-

MaxLife at Home of TN, LLC dba CareAll Home Care Services

CN1608-029

State of Tennessee
Health Services and Development Agency
Andrew Jackson State Office Building, 9th Floor
502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

August 30, 2016

Mary Ellen Foley
Project Director
CareAll Management, LLC
326 Welch Road
Nashville, TN 37211

RE: Certificate of Need Application CN1608-029
MaxLife at Home of Tennessee, LLC d/b/a CareAll Home Care Services

Dear Ms. Foley,

This will acknowledge our August 29, 2016 receipt of your supplemental response for a Certificate of Need for the relocation of the applicant's principle office from 900 Nashville Highway, Columbia (Maury County) to 4015 Travis Drive, Suite 102, Nashville, TN 37211. The relocation will occur with the surrender of Maury, Giles, Lawrence, Lewis, Wayne, and Hickman Counties from the licensed service area and the transfer of these six counties to the applicant's sister Agency of VIP Home Nursing and Rehabilitation Services, LLC dba CareAll.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 2:00 pm, Tuesday, August 30, 2016. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

---

1. **Section A, Applicant Profile, Item 6**

   It is noted the applicant provided is an Option to Lease Agreement. However, please provide a replacement page #3 that checks "D. Option to Lease" rather than "C. Lease of 3 years".

   Response: See attached replacement page #3 of the application.

2. **Section B, Project Description Item III.A.(Plot Plan)**

   The plot plan is noted. However, the applicant incorrectly identifies the principle office as VIP Home Nursing and Rehabilitation Service rather than MaxLife at Home. Please correct and submit.

   Response: See attached corrected plot plan page.

3. **Section C, Need, Item 4. (Service Area Demographics)**

   The population table on page 23 of supplemental 1 is noted. However, it appears the TennCare enrollee percentage of each county population total (last column) is incorrect. Please revise and submit.

   Response: See revised page 23 with corrected TennCare enrollee percentage of each county population total corrected.

4. **Section C. Economic Feasibility Item 5**

   Your response is noted. Please complete the following table identifying the project's gross charge, average deduction from operating revenue, and average net charge per patient. The applicant should divide the total number of projected patients in Year One and Year Two of the Projected Data Chart into the total gross charges, deductions from operating revenue total, and total net charges to calculate the charges. On page 27 of the application, the applicant appears to project 96 patients in Year One and 100 patients in Year Two.

   Response:

	Year One per Patient 2017	Year Two per Patient 2018
Average Gross Charge (Gross charges/total cases)	$9,281	$9,409
Average Deduction (Total Deductions/total cases)	$179	$182
Average net Charge Total Net Operating Revenue/total cases)	$9,102	$9,227

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." **For this application the sixtieth (60th) day after written notification is October 21, 2016. If this application is not deemed complete by this date, the application will be deemed void.** Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which

shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the next review cycle, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. ə 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Phillip M. Earhart
HSD Examiner

SUPPLEMENTAL #2

1. Section A Applicant Profile, Item 6 Replacement page # 3

August 30, 2016
11:12 am

5. ***Name of Management/Operating Entity (If Applicable)***

CareAll Management, LLC
Name

326 Welch Road
Street or Route

Davidson
County

Nashville
City

TN
State

37211
Zip Code

PUT ALL ATTACHMENTS AT THE END OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

6. ***Legal Interest in the Site of the Institution (Check One)***

A. Ownership ____
B. Option to Purchase ____
C. Lease of ____ Years ____
D. Option to Lease X
E. Other (Specify) ____ ____

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

7. ***Type of Institution (Check as appropriate--more than one response may apply)***

A. Hospital (Specify)____ ____
B. Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty ____
C. ASTC, Single Specialty ____
D. Home Health Agency x
E. Hospice ____
F. Mental Health Hospital ____
G. Mental Health Residential Treatment Facility ____
H. Mental Retardation Institutional Habilitation Facility (ICF/MR) ____
I. Nursing Home ____
J. Outpatient Diagnostic Center ____
K. Recuperation Center ____
L. Rehabilitation Facility ____
M. Residential Hospice ____
N. Non-Residential Methadone Facility ____
O. Birthing Center ____
P. Other Outpatient Facility (Specify)____ ____
Q. Other (Specify) ____ ____

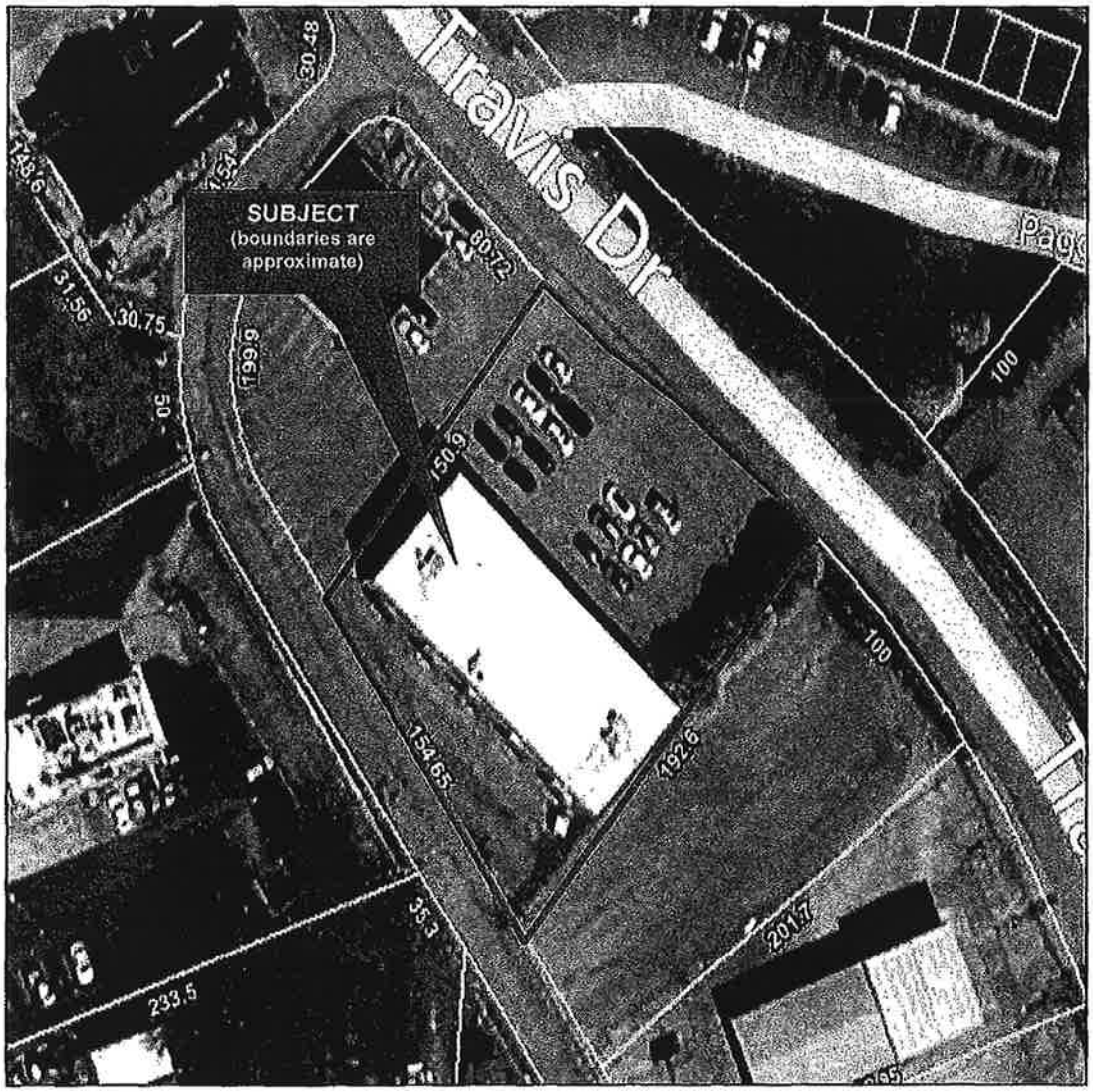
8. **Purpose of Review *(Check) as appropriate--more than one response may apply)***

A. New Institution ____
B. Replacement/Existing Facility ____
C. Modification/Existing Facility ____
D. Initiation of Health Care Service as defined in TCA § 68-11-1607(4) (Specify)____ ____
E. Discontinuance of OB Services ____
F. Acquisition of Equipment ____
G. Change in Bed Complement *[Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation]*
H. Change of Location ____
I. Other (Specify) relocation of the principle office ____

4

SUPPLEMENTAL #2
August 30, 2016
11:12 am

AERIAL PHOTOGRAPH



1. *Size of site (in acres).* **Response: + or .5 acres**
2. *Location of the structure on the site:* **Response: back 1/3 of the property**
3. *Location of proposed construction.* **Response:** No proposed construction.
4. *Names of streets, roads or highways that cross or border the site.* **Response:** The principle office of *Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services is* located on Travis Drive. The roads that border the site are Welch Road to the south, Paragon Mills Road to the North East, and Nolensville Road (Highway 41A) to the East.

See graph below with recent enrollee data from the Bureau of TennCare and the demographic information from the US census Bureau for the counties in the Agency's service area.

County	Median age 2014	Median Household Income 2014	Persons below Poverty level 2014	Pov level % Total 2014	TennCare enrollees July 1, 2016	TennCare enrollees % of Total
Davidson	34.2	46,758	36,111	18.80%	154,343	22.68%
Maury	35.6	34,325	3,687	23.80%	19,762	22.37%
Lewis	52.3	$31,813	531	22.30%	3,168	24.84%
Hickman	46.6	$21,618	1,230	19.80%	6,586	25.00%
Giles	42.7	$29,019	1,025	28.20%	6,762	22.73%
Lawrence	40.3	$27,100	1,723	24.70%	11,414	26.44%
Wayne	44.4	$23,671	550	30.40%	3,605	20.68%
Cheatham	38.2	$38,240	1,546	25.70%	7,925	19.42%
Decatur	45.2	$22,500	395	29.50%	3,099	25.90%
Hardin	40.6	29,926	2,139	26.40%	7,701	28.99%
Humphreys	40.6	$38,723	1,018	17.80%	4,528	23.84%
McNairy	41.9	$26,803	983	26.50%	8,156	30.00%
Perry	46.4	$21,618	256	30.90%	2,215	26.79%
Robertson	34.7	$39,980	3,344	20.50%	14,626	19.81%
Rutherford	30.1	$50,337	16,966	17.60%	52,654	16.52%
Sumner	35.3	$40,268	13,537	13.00%	31,199	17.45%
Williamson	37.3	$81,432	28,996	7.30%	12,824	5.58%
Wilson	36.3	$41,051	7,283	17.70%	20,062	15.54%
Service area Total	40.15	$34,232	121,320	22.27%	398,629	20.46%
TN Total	38.3	$55,459	370,798	17.80%	1,557,955	TennCare enrollees %of total population 22.87%

SUPPLEMENTAL #2
August 30, 2016
11:12 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Davidson

NAME OF FACILITY: MaxLife @ Home of Tennessee, LLC dba CareAll Home Care Services

I, Lynn Gottke, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Lynn Gottke /Controller
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 30th day of August, 2016 witness my hand at office in the County of Davidson, State of Tennessee.

Sandra K. Hill
NOTARY PUBLIC

My commission expires July 2, 2018.

HF-0043

Revised 7/02

SANDRA K. HILL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY