State of Tennessee
Health Facilities Commission
665 Mainstream Drive, 2nd Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

July 23, 2024

Sent Via Email

Miles Bergin
Waynesboro Post Acute and Rehabilitation
104 J.V. Mangubat Drive
Waynesboro, Tennessee 38485

Facility Type: Nursing Home
License Number: 278

Dear Administrator:

It is my pleasure to inform you that your application for change of ownership of Waynesboro Post Acute and Rehabilitation located at 104 J.V. Mangubat Drive, Waynesboro, Tennessee 38485 has been initially approved; effective June 17, 2024. The license number shall be 278. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for August 28, 2024. **You are hereby authorized to commence operation pending the final decision of the Commission**. No further action is necessary on your part at this time.

If the Commission **does** ratify the approval of your application, the license number listed above will become your permanent license number and a letter will be forwarded to you within three (3) business days; notifying you of the Board's final decision.

If the Commission **does not** ratify the initial approval of your application, a letter will be forwarded to you providing an explanation and specific instructions as to any action(s) you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

Please contact me if I can be of further assistance.

Sincerely,

Victoria Salmeri

Victoria Salmeri, A.S.A II
Health Facilities Commission
665 Mainstream Drive, 2nd Floor
Nashville, TN 37243
p. 615-741-7300
Victoria.salmeri@tn.gov

cc: West Tennessee Regional Administrator
Office for Information Technology Services-
Office of Health Statistics
TN Care
THCA
Nerissa Harvey, Policy Planning and assessment
Julie Clark, TN State Quality Manage at Alliant Health
Amanda Shaefer, Medicaid Provider Enrollment

HFC

CHANGE OF OWNERSHIP (CHOW) APPROVAL/DENIAL FORM

(For Health Facilities Commission USE ONLY)

Instructions: This form is to be completed upon receipt of a CHOW application for all facility types. The effective date of a change of ownership will be the date the closing documents are signed & dated by seller/buyer or lessee; or the date recommended by the Regional Office if occurring after the date of the signed closing documents.

Facility Type: LTC County: Wayne

Facility Name (Current D/B/A): Waynesboro Health and Rehabilitation Center

Facility Name (New D/B/A if applicable): Waynesboro SNF Operations LLC

Street Address: 104 J.V. Mangubat Dr.

City/State/Zip Code: Waynesboro, TN 38485

Health Licensure Last Survey Date: 1/20/2022 Annual or Complaint (circle one) Survey

****Review of three (3) year survey history including both annual and/or complaint surveys**

Outstanding Complaint(s): Y or N (**circle one; if yes, proceed to next question**)

Number of Outstanding Complaint(s): 0

Date(s) of Outstanding Complaint(s): _____

Life Safety Licensure Last Survey Date: _____ Annual or Complaint (**circle one**) Survey

****Review of three (3) year survey history including both annual and/or complaint surveys**

Outstanding Complaint(s): Y or N (**circle one; if yes, proceed to next question**)

Number of Outstanding Complaint(s): _____

Date(s) of Outstanding Complaint(s): _____

Approved: X Denied: _____

Reason for denial: _____

_____

_____

Recommended CHOW Approval Date: June 17, 2024

Kathy Zeigler
Regional Administrator Signature

7.18.24
Date

Rev 5/12/2024

NH 278
WTRO

RECEIVED MAR 26 2024

HFC

NURSING HOME
APPLICATION FOR CHANGE OF OWNERSHIP

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at https://www.tn.gov/hfc/division-of-licensure-and-regulation/hfc-licensure/licensure-applications.html. Please check this website periodically for updates.

Name of the Facility/Agency TBD - Waynesboro Post Acute & Rehabilitation

Location of the Facility:

Street 104 J.V. Mangubat Dr. City Waynesboro

County Wayne State TN Zip 38485

Phone Number (931) 722-3641 Fax Number (931) 722-7215

Twenty-four (24) Hour Emergency Phone Number (931) 722-3641

E-Mail Address administrator@waynesboroltc.org

Total Bed Capacity 109

Does the facility have a Secure Unit? Yes ____ No ✓ Number of Secured Beds ____

Does the facility have an Alzheimer's Unit? Yes ____ No ✓ Number of Alzheimer Beds ____

Does this facility have a Ventilator Unit? Yes ____ No ✓ Number of Ventilator Beds ____

Does this facility offer dialysis services? Yes ____ No ✓

If yes, is it bedside dialysis? Yes ____ No ✓ Number of Beds ____

Administrator Information:

Administrator Miles Scott Bergin Nursing Home Administrator License Number #3928

Have you (administrator) ever been convicted of a crime involving injury or harm to person(s), financial or business management (e.g., assault, battery, robbery, embezzlement, or fraud)? Yes ____ No ✓

If yes, what charge(s)? N/A

Location of Conviction N/A Date ____
(City) (County) (State)

Mailing address if different from the Facility location address:

Name Waynesboro SNF Operations LLC

Street 1007 Broadway

City Woodmere State NY Zip 11598

Ownership of Building:

Name Waynesboro Property Holdings, LLC Phone (847) 745-7012

Street Address 3450 Oakton Street

City Skokie State IL Zip 60076

FEE SCHEDULE: (FEES ARE NON-REFUNDABLE)

Bed Capacity	Fee	Bed Capacity	Fee
Less than 25	$1,040	100 thru 124	$2,080
25 thru 49	$1,300	125 thru 149	$2,340
50 thru 74	$1,560	150 thru 174	$2,600
75 thru 99	$1,820	175 thru 199	$2,860

Facilities with 200 beds or more shall pay a flat rate of $2,860 + $200 for each additional 25 beds or fraction thereof (i.e., 200-224 pays $3,060; 225-249 pays $3,260).

OWNERSHIP OF BUSINESS:

1. a. Check the type of Legal Entity:

   Individual _____ Partnership _____ Corporation _____ Limited Liability Company ✓

   Church Related _____ Government/County _____ Other _____

   b. Check One: For Profit ✓ Non-profit _____

   c. Legal Entity Checked in 1.a:

   Name Waynesboro SNF Operations LLC Phone Number (516) 855-5504

   Street 1007 Broadway

   City Woodmere State NY Zip 11598

   d. List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:

   N/A

   Name Street City, State, Zip

   N/A

   Name Street City, State, Zip

   N/A

   Name Street City, State, Zip

   (If additional space is needed, please use a separate sheet)

   e. If a government/county owned facility, does the administrator have authority to act on behalf of the government/county as it relates to the operation of this facility? Yes _____ No ✓

   f. If no to e., who has said authority? N/A

2. a. In accordance with Rule 0720-18-.02, is this CHOW a lease of operation? Yes _____ No ✓

   b. If yes, please provide the lessor's information below:

   Name N/A Phone Number ( ) _____

Address N/A

3. a. Is your facility/organization accredited by a **federally approved** accrediting body including but not limited to JCAHO, CARF, etc? **Provide proof of accreditation.**
Yes _____ No ✓ Expiration Date _____

4. Is this facility chain affiliated? Yes _____ No ✓

5. If you have a parent company, please provide the following information:
Name TN 2 SNF Operations Holdings LLC Phone Number (516) 855-5504
Address 1007 Broadway, Woodmere NY 11598

6. a. If a corporation, is there a holding company? Yes _____ No ✓

b. If yes, list the name, address, and phone number of the holding company:
Name N/A Phone Number ( )
Street N/A
City N/A State _____ Zip _____

7. a. Are any owners of the disclosing entity also owners of other health care facilities in Tennessee and/or other states?
Yes _____ No ✓

b. If yes, list names and addresses of all such facilities. ***(If additional space is needed, please use a separate sheet)***
N/A
N/A

8. a. Do you have a contract with a management firm to operate this facility? Yes _____ No ✓
If yes, specify dates: From N/A To _____

b. If yes, specify nameof firm: N/A
Phone Number (N/A)
Address N/A

9. For any item in (7) a-h below, please identify, explain, and provide documentation of the item(s) noted if response is "Yes". Have either the licensed entity for any of the other health care facilities in Tennessee and/or other states on the list in question (5.b.) above, OR the management firm listed in question (6.) above; been subjected to any of the following within the last (5)years:

a. Licensure

i) denied a license? Yes _____ No ✓
ii) had a license suspended or revoked by any state licensure action? Yes _____ No ✓
iii) been subject to a final order or judgement in a state licensure action? Yes _____ No ✓

b. Convictions

i) convicted of a criminal offense related to that person's involvement in any program under any state or Federal health care program (including Medicare, Medicaid, and Tricare)? Yes _____ No ✓

c. Exclusion

i) excluded from participation in Federal health care programs (Medicare, Medicaid, CHIP, or Tricare) in the past? Yes _____ No ✓

(Note: "Excluded" is defined as a provider or entity has been told by the Department of Health and Huma Services, Office Inspector General (HHS-OIG) that they may no longer be a provider for any federally funded healthcare program).

d. Termination/Suspension

i) suspended or terminated from participation in Medicare or Medicaid/TennCare programs? Yes _____ No ✓

(Note: This would include involuntary termination of a nursing facility or skilled nursing facility by the Centers for Medicare and Medicaid and Medicaid Services (CMS) or state Medicaid agency).

e. Fraud and Abuse

i) paid through settlement, or civil or criminal fines, any monies to the federal government or any state as a result of any administrative or judicial proceeding based on allegations of fraud or abuse involving claims related to the provision of health care items and services? Yes _____ No ✓

f. Corporate Integrity Agreement

i) Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes _____ No ✓

(Note: If yes, provide a copy of CIA)

g. Bankruptcy

i) filed bankruptcy under any provision of the United States Bankruptcy Code? Yes _____ No ✓

h. Civil Monetary Penalty (CMP)

i) paid to the Centers for Medicare and Medicaid Services or any state Medicaid agency a civil money penalty equal to or greater than $250,000.00 as a result of an enforcement action during a survey? Yes _____ No ✓

VERIFICATION BY NOTARY PUBLIC:

Signee for application certifies that he or she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or agency for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated (TCA) § 68-11-201.

Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA § 71-6-103 to report incidents of abuse or neglect.

Signee acknowledges that the State of Tennessee may share information regarding the activities and compliance of the licensee, if the submitted CHOW application is a lessor and/or lessee transaction as described in the above Ownership of Business section of this application.

Applicant Signature	CEO Title or Position	Date

STATE OF TENNESSEE

County of Nassau

The above-named applicant (print name) Shimon Idell, being by me duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above-named facility or agency, therein contained, are correct and true to his/her own knowledge.

Subscribed to and sworn to me before this 25 day of March (Month) 2024 (Year)

Notary Public: _____

My commission expires: 2/29/28

Joseph Lieberman
Notary Public, State of New York
Reg. No. 01LI6338012
Qualified in Kings County
Commission Expires February 29, 2028

LETTER OF INTENT

February 22, 2024

Via mail

Waynesboro Healthcare, LLC
104 J.V. Mangubat Dr.
Waynesboro, TN 38485

Re: Proposal to Buy the Assets of Waynesboro Healthcare, LLC

To Whom It May Concern:

This letter sets forth the principal terms of a proposal being considered by Waynesboro SNF Operations, LLC ("Buyer") regarding its possible acquisition of the assets of Waynesboro Healthcare, LLC ("Seller").

This letter is not binding on either Buyer or Seller. It merely sets forth the general terms and conditions as currently contemplated by the parties for the proposed transaction (the "Proposed Transaction") and is subject to, among other things, Buyer and Seller executing a definitive purchase agreement for the Proposed Transaction. Based on the foregoing and information currently known to Buyer, Buyer proposes the following terms:

1. On or about May 1, 2024, Buyer shall acquire the assets of Seller for a price to later be determined.
2. As the result of the Proposed Transaction, Buyer shall become the owner and operator of Waynesboro Health & Rehabilitation, a licensed nursing home located at 104 J.V. Mangubat Dr., Waynesboro, TN 38485 (the "Facility"), as well as all other assets of Seller used in operation of the Facility (together, with the Facility, the "Assets").

Upon acceptance by Seller of this letter, Buyer's counsel will promptly commence the drafting of a definitive purchase agreement for submission to Seller and its counsel for review. Buyer and Seller will each be responsible for and bear all of its respective costs and expenses incurred in connection with pursuing or consummating the Proposed Transaction.

If the foregoing is acceptable to you, please sign and return the enclosed copy of this letter.

Very truly yours,
Waynesboro SNF Operations, LLC

By: _____

Name: Shimon Isaly

Title: CEO

Accepted and Agreed to:
Waynesboro Healthcare, LLC

By: _____

Name: Thomas D. Johnson

Title: Ex DIR

Holland & Knight

Nashville City Center | 511 Union Street, Suite 2700 | Nashville, TN 37219 | T 615.244.6380 | F 615.244.6804
Holland & Knight LLP | www.hklaw.com

Amber J. Maynard
+1 615-850-8465
Amber.Maynard@hklaw.com

June 18, 2024

Via E-mail to Victoria.Salmeri@tn.gov

Tennessee Dept. of Health
Office of Health Care Facilities
665 Mainstream Drive
Second Floor
Nashville, TN 37243

Re: Bill of Sales Detailing Acquisitions of McKendree Village (License No. 00000000237); McKendree Village (License No. 0000000058); and Waynesboro Health and Rehabilitation Center (License No. 00000000278).

Ms. Salmeri:

I am writing to provide additional notice regarding the change of ownership applications submitted on behalf of McKendree ALF Operations LLC, McKendree SNF Operations ALF, and Waynesboro Healthcare, LLC (each a "Buyer" and collectively "Buyers"), regarding the change in ownership transaction between Buyers and Nashville Senior Care, LLC and Waynesboro Healthcare, LLC (each, a "Seller" and collectively "Sellers"). Seller currently holds McKendree Village, a facility located at 4347 Lebanon Rd., Hermitage TN 37090, and Waynesboro Health and Rehabilitation Center, a facility at 104 J.V. Mangubat Dr., Waynesboro, TN 38485 (collectively the "Facilities"). The Facilities have been issued the following license numbers by Department of Health (the "Department").

- McKendree Village ALF License No. 0000000237;
- McKendree Village SNF License No. 0000000058;
- and Waynesboro Health and Rehabilitation Center License No. 0000000278.

The transaction as detailed above closed yesterday on June 17, 2024. Please see enclosed the bills of sale marking the details of this transaction.

Should you have any questions or require any additional information, please do not hesitate to contact me at amber.maynard@hklaw.com or (615)-850-8645. Thank you in advance.

Cordially,

BILL OF SALE

Waynesboro Healthcare, LLC, a Tennessee nonprofit limited liability company (the "Seller"), in consideration of the Purchase Price (as defined in the Asset Purchase Agreement), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to Waynesboro Property Holdings, LLC, a Delaware limited liability company, ("Buyer") as of June 17th, 2024, all of its right, title and interest in and to the following described personal property, to-wit:

All of the Improvements, the Intellectual Property Assets, the Intangible Personal Property the Tangible Personal Property, the IT Assets and all inventory of Sellers utilized in the operations of the Business located at 104 J.V. Mangubat Dr., Waynesboro, TN 38485, and not otherwise transferred in connected with an Operations Transfer Agreement dated as of the date hereof between Seller and certain affiliates of Seller and Purchaser's designees, as defined in that certain Asset Purchase Agreement dated as of August 4, 2023, by and among Seller, certain affiliates of Seller and Cascasis LLC.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property and assets that said property and assets are free and clear of all liens, charges and encumbrances, other than Permitted Encumbrances (as defied in the Asset Purchase Agreement), and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. Except as set forth in the Asset Purchase Agreement, all warranties of quality, fitness and merchantability are hereby excluded.

Capitalized terms not otherwise defined in the Bill of Sale have the meanings ascribed to such terms in the APA

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

SELLER:

WAYNESBORO HEALTHCARE, LLC

By:_____
Name: Thomas Johnson
Title: Executive Director

BUYER:

WAYNESBORO PROPETY HOLDINGS, LLC

By:_____
Name: Mordechai Kaplan
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

SELLER:

WAYNESBORO HEALTHCARE, LLC

By:_____
Name: Thomas Johnson
Title: Executive Director

BUYER:

WAYNESBORO PROPETY HOLDINGS, LLC

By:_____
Name: Mordechai Kaplan
Title: Authorized Signatory

DECLARATION OF OPERATING AGREEMENT
OF
WAYNESBORO SNF OPERATIONS LLC

This Declaration of Operating Agreement (this "**Agreement**") of Waynesboro SNF Operations LLC, a Nevada limited liability company (the "**Company**"), is executed as of June 18, 2024 by TN 2 SNF Operations Holdings LLC, a Delaware limited liability company (the "**Member**").

Pursuant to the Nevada Revised Statutes Limited Liability Company Act, Chapter 86 *et seq.* in effect on the date of this Agreement and as may be hereafter amended (the "**Act**"), the Member hereby constitutes the following as the Company's Declaration of Operating Agreement, as the same may be amended from time to time.

ARTICLE I.
FORMATION OF LIMITED LIABILITY COMPANY

On February 16, 2024, Articles of Organization (the "**Articles**") were filed with the Nevada Secretary of State, thereby forming the Company as a limited liability company under the provisions of the Act.

ARTICLE II.
NAME

The business of the Company will be conducted under the name Waynesboro SNF Operations LLC or such other name as the Manager will hereafter designate.

ARTICLE III.
DEFINITIONS

3.1. Definitions. Except as otherwise provided in the Agreement, the capitalized terms set forth below (whether singular or plural) have the following meanings:

(a) "**Capital Contribution**" means the amount of cash and the fair market value of any other property (net of liabilities secured by such property, which the Company is considered to assume) contributed by a Member to the capital of the Company.

(b) "**Manager**" means the Person or Persons who will manage the business and affairs of the Company in accordance with this Agreement.

(c) "**Member**" is defined in the Preamble. A Member will have all of the rights conferred upon a "member" under the Act, as modified by this Agreement.

(d) "**Membership Interest**" means the Member's entire interest in the Company, including the Member's "limited liability company interest" under the Act, all rights to vote and otherwise participate in the Company's affairs, and the rights to any and all benefits to

ARTICLE VIII.
DISTRIBUTIONS

Distributions shall be made to the Member at the times and in the amounts determined by the Member.

ARTICLE IX.
MANAGEMENT

9.1. Management.

(a) **Reservation; Appointment**. The Company shall be managed by one or more Managers. The Company shall have such number of Managers as determined from time to time by the Member. The Company shall initially have one Manager, who shall be Waynesboro SNF Operations Manager LLC, a Delaware limited liability company.

(b) **Term**. A Manager will hold office until the Manager resigns in accordance with Section 9.8 herein, dies, or is removed in accordance with Section 9.7 herein, whichever event occurs first.

(c) **Authority**. Except as provided in Section 9.1(d) or decisions reserved to the Member hereunder, the Manager shall have all rights and powers under the Act to manage the Company and shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, and any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement.

(d) **Member Decisions**. Notwithstanding Section 9.1(c), the Manager may not make any of the decisions set forth in Section 5.1 of the limited liability company agreement of the Member, dated of even date herewith, without the prior written consent of the Member.

9.2. Officers. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. The Manager may remove any Officer at any time for any or no reason. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

9.3. Authority. Unless authorized to do so by this Agreement or by the Manager (with Member consent if required), neither the Member nor any attorney-in-fact, employee, Officer or other agent of the Company will have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

a "**Disqualification Event**"). If the Member becomes aware that a Manager is subject to a Disqualification Event, that Manager will be automatically removed from his, her, or its position and the Member will promptly fill the vacancy in accordance with Section 9.9 herein with a replacement who is not subject to a Disqualification Event.

9.8. Resignation. A Manager may resign at any time by giving written notice to the Member. The resignation of a Manager will take effect upon receipt of notice thereof or at such later time as may be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

9.9. Vacancies. The resignation or removal of a Manager who is also a Member will not affect the Manager's rights as a Member and will not constitute a withdrawal or disassociation of a Member. By its written appointment, the Member will fill any vacancy to the position of Manager regardless of why the vacancy exists. At any time when there is no Manager, the Member will have the interim authority as the Company's sole Member to exercise and discharge all rights and duties otherwise delegated under this Agreement to the Manager.

9.10. Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

(a) the identity of the Manager or the Member;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) any other matter whatsoever involving the Company.

ARTICLE X.
ADDITIONAL MEMBERS

One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

ARTICLE XI.
DISSOLUTION OF THE COMPANY

11.1. Dissolution Events. The Company will be dissolved only upon the occurrence of any of the following events:

violate any federal, state, or local law, rule, or regulation that is applicable to the Company, any of the Company's affiliates, or the Member. The Member and the Manager intend that this Agreement comply at all times with, and not be interpreted in a manner that violates, any and all existing and future applicable laws. Despite anything to the contrary in this Agreement, all clinical and treatment-related decisions by or on behalf of the Company will be made by individual healthcare providers, and the Member and Manager will not control or interfere with the professional judgment of such providers. The Member acknowledges and agrees that its Membership Interests are being issued in return for its fair market value contribution of services or capital or both to the Company and are not related to the previous or expected volume or value of referrals, items, or services furnished, if any, or the amount of business otherwise generated from or by the Member or its principals for or to the Company or any healthcare provider. No distribution hereunder will take into account the volume or value of referrals or other business generated by or for the Company or any healthcare provider by or from the Member or its principals. There is no requirement that the Member, the Manager or their principals or affiliates be in a position to make or influence referrals to, or otherwise generate business for, the Company or any healthcare provider as a condition of remaining a Member.

ARTICLE XIII.
MISCELLANEOUS

13.1. Rights of Creditors and Third Parties Under this Agreement. 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 non-waivable provisions of the Act, no creditor or third party will have any rights under this Agreement or any agreement between the Company and the Member.

13.2. Income Tax Treatment. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

13.3. Governing Law. This Agreement and the rights of the Member hereunder will be governed by, and interpreted in accordance with, the local laws of the State of Nevada.

13.4. Invalidity. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to the Member of the remaining provisions of this Agreement.

13.5. Binding Effect. Except as otherwise provided in this Agreement, this Agreement will be binding upon, and inure to the benefit of, the Member and the Manager and their respective

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

TN 2 SNF Operations Holdings LLC

By: _____
Name: Shimon Idels
Title: Authorized Representative

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into this 17th of June, 2024 (the "**Effective Date**"), by and among Cincinnati Senior Care, LLC, Dayton Senior Care, LLC, Florida Senior Living, LLC, Nashville Senior Care, LLC, Sebring Senior Living, Inc., and Waynesboro Healthcare, LLC (each, a "**Seller**" and collectively "**Sellers**") and Cascasis, LLC (the "**Buyer**") or its designees.

RECITALS

WHEREAS, this Agreement is being entered into in connection with that certain Asset Purchase Agreement ("**APA**"), dated as of August 4, 2023, by and among Buyer and Seller.

WHEREAS, subject to the terms and conditions contained in the APA, Seller transferred, conveyed, assigned and delivered to Buyer the Purchased Assets, but not the Excluded Assets;

WHEREAS, as of the date of the APA, Seller had not yet obtained the required consents to assignment of the contracts listed on Schedule 6.06(d) of the APA, attached hereto (the "**Assumed Contracts**");

WHEREAS, Seller has obtained or is in the process of obtaining the required consents to assignment from the applicable third parties of the Assumed Contracts; and

WHEREAS, subject to the terms and conditions contained in the APA, Buyer shall assume from Seller the Assumed Contracts.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the APA.

2. Transfer of Assumed Contracts. Subject to the terms and conditions set forth in the APA, to the extent the required consents to assignment from the applicable third parties to the Assumed Contracts are obtained by Seller by or after the Effective Date, Seller does hereby sell, transfer, assign, convey and deliver to Buyer and its successors and assigns good and valid title, free and clear of all Liens, Claims, and Encumbrances other than Permitted Encumbrances, to all right, title and interest in, to, and under the Assumed Contracts. To the extent the required consents to assignment from the applicable third parties to the Assumed Contracts are obtained by Seller by or after the Effective Date, Buyer hereby accepts the Assumed Contracts and assumes all of Seller's right, title, and interest in, to and under the Assumed Contracts. Each party covenants and agrees that from and after the date the required consents to assignment from the applicable third parties to the Assumed Contracts are obtained by Seller, the Assumed Contracts will be deemed to be Purchased Assets under the APA.

3. Further Assurances. Each party covenants and agrees that from and after the date hereof, each will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged), from time to time, at the request of the other, all such further instruments and take all such further action as may be reasonably necessary or appropriate to confirm or more effectively carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

SELLER:

CINCINNATI SENIOR CARE, LLC,
DAYTON SENIOR CARE, LLC,
FLORIDA SENIOR LIVING, LLC,
NASHVILLE SENIOR CARE, LLC,
SEBRING SENIOR LIVING, INC.,
WAYNESBORO HEALTHCARE, LLC and
FLORIDA SENIOR LIVING, LLC

By:_____
Name: Thomas Johnson
Title: Executive Director

BUYER:

FRIENSHIP SNF PROPERTY HOLDINGS, LLC,
HYDE PROPERTY HOLDINGS, LLC,
MCKENDREE SNF PROPERTY HOLDINGS, LLC,
WAYNESBORO PROPERTY HOLDINGS, LLC and
SEBRING SNF PROPERTY HOLDINGS, LLC

By:_____
Name: Mordechai Kaplan
Title: Authorized Signatory

HEALTH INSURANCE BENEFIT AGREEMENT

(Agreement with Provider Pursuant to Section 1866 of the Social Security Act (as amended) and Title 42 Code of Federal Regulations (CFR) Title IV, Part 489)

AGREEMENT

Between

THE SECRETARY OF HEALTH AND HUMAN SERVICES

and

Waynesboro SNF Operations LLC (Insert name of provider)

doing business as (D/B/A)

Waynesboro Post Acute & Rehabilitation (Insert business name of provider, if applicable)

In order to receive payment under title XVIII of the Social Security Act,

Waynesboro SNF Operations LLC (Insert name of provider)

D/B/A Waynesboro Post Acute & Rehabilitation (Insert business name of provider, if applicable)

as the provider of services, agrees to conform to the provisions of section of 1866 of the Social Security Act and applicable provisions in 42 CFR.

This agreement, upon submission by the provider of services of acceptable assurance of compliance with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 as amended, and upon acceptance by the Secretary of Health and Human Services, shall be binding on the provider of services and the Secretary.

In the event of a transfer of ownership, this agreement is automatically assigned to the new owner subject to the conditions specified in this agreement and 42 CFR 489, to include existing plans of correction and the duration of this agreement, if the agreement is time limited.

ATTENTION: Read the following provision of Federal law carefully before signing.

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years or both (18 U.S.C. section 1001).

ACCEPTED FOR PROVIDER OF SERVICES BY:

Signature	Title
Printed Name	**Date**

AWAITING PROCESSING MEDICARE APPLICATION

This is a report of your current Medicare application in PECOS.

Note: This report is for your records only, please do not upload this report to your electronic submission or mail it to your Fee-For-Service Contractor.

Report Date: 06/20/2024

Application Summary	
Tracking ID:	T061720240005126
Enrollment Status:	AWAITING PROCESSING
Submitted By:	Susan Vaughan

Medicare Application Fee Required? No **Medicare Application Fee Paid?** No

FROM SECTION 2: IDENTIFYING INFORMATION

ORGANIZATION INFORMATION: Waynesboro SNF Operations LLC

Organization Name	Tax ID Number (TIN)	Year End Cost Report Date (MM/DD)
Waynesboro SNF Operations LLC	99-2170993 (EIN)	06/30
Other Name	**Type of Other Name**	**Organization Structure**
Waynesboro Post Acute & Rehabilitation	DOING BUSINESS AS NAME	LLC
IRS Proprietary/Non-Profit Status		
Proprietary		

APPLICATION SIGNATURE(S) **Signature Status: All Signatures Complete**

AUTHORIZED SIGNER: Idels, Shimon **Status: Complete**

Document: Authorized Official Certification Statement For Institutional Providers

Role: Authorized Official

Tax ID Number(TIN): XXX-XX-XXXX (SSN)

Phone Number: (917) 565-7391

Signature Type: Upload

File Name: Signed Section 15 855A - Waynesboro.pdf

Date Uploaded : 06/20/2024

AUTHORIZED SIGNER: Idels, Shimon **Status: Complete**

Document: Electronic Funds Transfer (EFT) Authorization Agreement

Role: Authorized Official

Tax ID Number(TIN): XXX-XX-XXXX (SSN)

Phone Number: (917) 565-7391

Signature Type: Upload

File Name: Signed CMS 588 - Waynesboro.pdf

Date Uploaded : 06/20/2024

FROM SECTION 2: IDENTIFYING INFORMATION

PROVIDER TYPE

Provider Type: SKILLED NURSING FACILITY

FROM SECTION 2: IDENTIFYING INFORMATION

CHANGE OF OWNERSHIP (CHOW)

Seller/Former Owner Information

Legal Business Name of Seller/Former Owner	"Doing Business As" Name of Seller/Former Owner	"Provider Agreement" Accepted by New Owner?	
Waynesboro Healthcare LLC	Waynesboro Health & Rehabilitation Center	Yes	
Tax ID Number(TIN)	**Old Owner's NPI**	**Name of Fee-for-Service Contractor of Seller/Former Owner**	**Effective Date of Transfer**
47-1109504 (EIN)	1235543463	10111-PALMETTO GBA	06/17/2024

Practice Location

Practice Location
104 JV MANGUBAT DR

FINAL ADVERSE LEGAL ACTIONS — No Data Provided

No Data Provided

FROM SECTION 5: OWNERSHIP INTEREST & MANAGING CONTROL INFO (ORGANIZATIONS)

ORGANIZATION CONTROL

ORGANIZATIONS WITH OWNERSHIP INTEREST AND/OR MANAGING CONTROL: LION 26 HOLDINGS LLC

Identifying Information

Legal Business Name	Tax ID Number(TIN)	NPI
LION 26 HOLDINGS LLC	83-4497944 (EIN)	
Doing Business As Name	**Address**	**Type of Organization**
	619 LANETT AVE FAR ROCKAWAY, NY 11691-5546 United States	Limited Liability Company Holding Company For-profit

Ownership/Managing Control Information

Role	Effective Date	Exact Percentage	Was the organization solely created to acquire/buy the provider and/or the provider's assets?	Is this organization itself owned by any other organization or by any individual?	Types of services furnished
5% OR GREATER INDIRECT OWNERSHIP INTEREST	06/17/2024	48.75%	No	No Data Provided	

Managing Control Roles

Roles

Final Adverse Legal Actions — No Data Provided

No Data Provided

ORGANIZATIONS WITH OWNERSHIP INTEREST AND/OR MANAGING CONTROL: SABRINA 1818 HOLDINGS LLC

Identifying Information

Legal Business Name	Tax ID Number(TIN)	NPI
SABRINA 1818 HOLDINGS LLC	83-4538179 (EIN)	
Doing Business As Name	**Address**	**Type of Organization**
	7320 136TH ST FLUSHING, NY 11367-2827 United States	Limited Liability Company Holding Company For-profit

Ownership/Managing Control Information

Role	Effective Date	Exact Percentage	Was the organization solely created to acquire/buy the provider and/or the provider's assets?	Is this organization itself owned by any other organization or by any individual?	Types of services furnished
5% OR GREATER INDIRECT OWNERSHIP INTEREST	06/17/2024	48.75%	No	No Data Provided	

Managing Control Roles

Roles

Final Adverse Legal Actions — No Data Provided

No Data Provided

ORGANIZATIONS WITH OWNERSHIP INTEREST AND/OR MANAGING CONTROL: SAESSY IRREVOCABLE TRUST

Identifying Information

Legal Business Name	Tax ID Number(TIN)	NPI
SAESSY IRREVOCABLE TRUST	84-6503379 (EIN)	
Doing Business As Name	**Address**	**Type of Organization**
	619 LANETT AVE	Other (Trust)

Final Adverse Legal Actions — No Data Provided

No Data Provided

FROM SECTION 6: OWNERSHIP INTEREST & MANAGING CONTROL INFO (INDIVIDUALS)

INDIVIDUAL CONTROL

INDIVIDUAL WITH OWNERSHIP INTEREST AND/OR MANAGING CONTROL: Bergin, Miles Scott

Identifying Information

Name	Date of Birth	State of Birth	Country of Birth
Miles Scott Bergin	03/17/XXXX		

Tax ID Number(TIN)	NPI
XXX-XX-XXXX (SSN)	

Ownership/Managing Control Information

Role	Effective Date	Exact Percentage	Title	Types of services furnished
W-2 MANAGING EMPLOYEE	06/17/2024	0%	Facility Administrator	

Indicate if individual is Authorized or Delegated official:	Telephone Number	Is the delegated official a W-2 employee?
Neither		N/A

Final Adverse Legal Actions — No Data Provided

No Data Provided

INDIVIDUAL WITH OWNERSHIP INTEREST AND/OR MANAGING CONTROL: Idels, Shimon

Identifying Information

Name	Date of Birth	State of Birth	Country of Birth
Shimon Idels	02/06/XXXX	israel	Israel

Tax ID Number(TIN)	NPI
XXX-XX-XXXX (SSN)	

Ownership/Managing Control Information

Role	Effective Date	Exact Percentage	Title	Types of services furnished
AUTHORIZED OFFICIAL	06/17/2024			
OFFICER	06/17/2024	0%	Chief Financial Officer	

Indicate if individual is Authorized or Delegated official:	Telephone Number	Is the delegated official a W-2 employee?
AUTHORIZED OFFICIAL		N/A

Final Adverse Legal Actions — No Data Provided

No Data Provided

FROM SECTION 4: PRACTICE LOCATION INFORMATION

PATIENT RECORDS STORAGE LOCATION — No Data Provided

No Data Provided

FROM SECTION 8: BILLING AGENCY/AGENT INFORMATION

BILLING AGENCY/AGENT — No Data Provided

No Data Provided

FROM SECTION 7: CHAIN HOME OFFICE INFORMATION

CHAIN HOME OFFICE — No Data Provided

No Data Provided

FROM SECTION 2: IDENTIFYING INFORMATION

ACCREDITATION — No Data Provided

Documentation	Delivery	Comment
Authorized Official Certification Statement for Institutional Providers [PDF]		
Form CMS-588, Electronic Funds Transfer (EFT) Authorization Agreement		