CareAll
HOME HEALTH CARE

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

August 11, 2016

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

RE: VIP Home Nursing and Rehabilitation Service, LLC
dba CareAll Home Care Services
Medicare Provider # 44-7425

Dear Director,

This is a request for the CON application submitted August 12, 2016 for the addition of the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman to the licensed service area to be placed on the Consent Calendar to 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***

VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services
Name

4015 Travis Drive, Suite 102 — 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 — 731-587-2996 — 731-587-3228
Association with Owner — Phone Number — Fax Number

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

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

326 Welch Road — Davidson
Street or Route — County

Nashville — TN — 337211
City — State — 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. Joint Venture _____
H. Limited Liability Company _____
I. Other (Specify)_____ 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 _____
B. Option to Purchase _____
C. Lease of 3 Years _____
D. Option to Lease _____
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) to add 6 counties in TN to the licensed service area _____

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9. Bed Complement Data

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

		Current Beds Licensed	Current Beds *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 44-7425

Certification Type Home Health Agency

11. Medicaid Provider Number 44-7425

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.***

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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: VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services is 100% owned by CareAll, LLC. CareAll LLC is 89.2% owned by James W. Carell 2007 Dynasty Trust, 9.8% owned by James W. Carell Education Trust, and 1% owned by the Estate of James M. Carell. 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: CareAll, LLC owns 100% of the following other health care institutions in Tennessee: University Home Health, LLC-135 Kennedy Drive, Martin, TN 38237-license #276, Professional Home Health Care, LLC-1151 Tammbell Street, Brownsville, TN 38012-license #288, JW Carell Enterprises, LLC 200 Hobson Street, Suite 44, McMinnville, TN 37110-license #265, and JW Carell Enterprises, LLC 118 Mabry Hood Road, Suite 100, Knoxville, TN 37922, license #131.

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 1984. 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 lease agreement

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 at 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 at a savings of $180,000. This change will not only promote cost efficiency but improve continuity of care to patients in this region. With the addition of these six counties to the VIP services area, the administration of the Middle Tennessee service area will achieve this enhanced operational efficiency. With this project, there will be no change in services provided or 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. Funding and financial feasibility will be established with cash reserves. The project cost will only 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 cost of $3,000 in filing the application, and $15,000 CON filing fee to the State for a total $21,000 project cost.

See the attached letter from the executrix of the estate authorizing the surrender of the six counties from 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 VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services will remain at its current location of 4015 Travis Drive, Suite 102, Nashville, TN 37211, Davidson County. The principle office in Nashville will house the Administrative staff as well as direct the staff that will be serving the counties of Bedford, Cheatham, Davidson, Rutherford, Williamson, and Wilson counties. The existing branches and the counties they serve are the branch office at 1101 Neal Street, Suite 103, Cookeville, TN 38501 in Putnam County which serves Clay, Cumberland, Jackson, Overton, and Putnam counties and the branch at 12124 Highway 52 West, Suite 4, Westmoreland, TN 37186 in Sumner County which serves the counties of Macon, Robertson, Sumner, Smith, and Trousdale. An application will be submitted to Health Care Facilities for a branch office in Columbia , TN in the same location as the current office for Maxlife at Home of Tennessee, LLC at 900 Nashville Highway, Columbia, TN 38401, Maury County to serve the requested counties of Maury, Giles, Lewis, Lawrence, Wayne, and Hickman.

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

Response: The change is needed to enhance the consistency of the organizations 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: VIP will continue to provide high quality home health, private duty, and personal services in in the same area that CareAll is currently serving with no change in the type of services provided.

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

Response: The need to add these six counties to the VIP services area with the surrender of the same six counties from the sister agency of Maxlife at Home of Tennessee, LLC DBA CareAll Home Care Services 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 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.

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 VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services currently serves the counties of Bedford, Cheatham, Davidson, Rutherford, Williamson, Wilson, Clay, Cumberland, Jackson, Overton, Putnam, Macon, Robertson, Sumner, Smith, and Trousdale.
2. *The proposed service area.* **Response:** VIP proposes to add to their service area the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman.
3. *A parent or primary service provided.* **Response:** The primary office is located at 4015 Travis Drive, Suite 102, Nashville, TN 37211, Davidson County
4. *Existing branches:* **Response:** The existing branches are located at 1101 Neal Street, Suite 103, Cookeville, TN 38501 in Putnam County and 12124 Highway 52 West, Suite 4, Westmoreland, TN 37186 in Sumner County.
5. *Proposed branches:* **Response:** We propose to request a branch to be located at the same location as the existing office of Maxlife at Home of Tennessee, LLC dba CareAll Home Care Services at 900 Nashville Highway, Columbia, TN 38401 in Maury County. We are also planning to relocate this office to a new location in Columbia, 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 transition of the six counties of Maury, Giles, Lawrence, Wayne, Lewis and Hickman from Maxlife at Home of Tennessee, LLC to VIP Home Nursing and Rehabilitation Service, LLC 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. VIP Home Nursing and Rehabilitation Service, 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 at 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.*
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.

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 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**: The scope of this project does not include any net additions or change in services to the licensed service area. The project proposal of the addition of Maury, Giles, Lawrence, Wayne, Lewis , and Hickman to the applicants services area is proposed with the surrender of the same six counties from the sister agency of Maxlife at Home of Tennessee, LLC.

VIP proposed Counties
Section C 1 a., Home health Criteria #2
JAR Annual report 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

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: Response:** See chart below of the home health agency utilization in the counties of the proposed area.

Agency (base County)	counties served	2013	2014	2015	% of change from 2013-2015
Alere Women's and Children's Health (Davidson)	Davidson, Maury	202	186	196	1%
Amedysis (Cumberland Bend - Davidson)	Davidson, Maury, Hickman	23	210	638	70%
Amedysis (Glen Echo - Davidson)	Davidson, Maury, Lewis, Hickman	2008	1508	1205	-17%
Amedysis Home Health Services (Davidson)	Davidson, Maury	5182	2148	1634	-39%
Amedysis (Rutherford)	Maury, Lewis, Lawrence, Giles, Davidson	661	535	1265	24%
Amedysis (Franklin)	Giles	1150	1002	909	-7.80%
Angel Private Duty & Home Health (Davidson)	Hickman ,Davidson, Maury	123	79	37	- 35.90%
Corum CVS Specialty Infusion (Davidson)	Davidson, Hickman, Maury	11	26	36	34%
Elk Valley Health Services (Davidson)	Davidson, Hickman, Wayne, Maury, Lewis, Lawrence, Giles	277	293	457	17.50%
Friendship Home Healthcare (Davidson)	Davidson, Hickman, Maury	845	745	631	-9.60%
Homecare Solutions	Davidson, Hickman, Maury	1930	1689	1813	-2.10%
Davidson	Lewis				
Home Health Care of Middle Tennessee (Davidson)	Davidson, Hickman, Maury	2963	2975	2998	0.20%
Intrepid (Davidson)	Davidson, Hickman, Maury	766	1389	1146	11.50%
Intrepid (Warren)	Davidson	822	804	843	0.80%
Vanderbilt Community & Home Services (Davidson)	Davidson, Hickman, Maury, Lewis	1879	1700	1907	0.50%
Willowbrook Home Health Care (Davidson)	Davidson, Hickman, Maury	1565	1283	1512	-1.20%
Tennessee Quality Homecare (Decatur)	Hickman, Wayne, Maury, Lewis, Lawrence	1080	988	1043	-1.10%

Volunteer of West TN (Decatur)	Hickman, Wayne, Lewis	1534	1797	1833	5.70%
CareSouth HHA Holdings of Winchester (Franklin)	Davidson, Hickman, Maury, Lewis, Lawrence, Giles	2030	2444	2581	7.80%
Regional Home Care (Lexington - Henderson)	Hickman, Wayne, Lewis, Lawrence	569	582	1164	25.70%
Henry Co. Medical Center (Henry)	Hickman	363	408	428	5.40%
St. Thomas Hickman Com HH (Hickman)	Hickman, Lewis	214	311	370	17.40%
Maury Regional HH (Maury)	Maury, Hickman, Wayne, Lewis, Lawrence, Giles	1,151	1,553	1,489	8%
NHC Home Care (Maury)	Maury, Hickman, Wayne, Lewis, Lawrence, Giles, Davidson)	2,408	2,591	2,517	1.40%
Guardian HC (Williamson)	Davidson, Hickman	1,370	1,668	1,810	9%
Vanderbilt HC/Walgreens (Williamson)	Davidson, Hickman, Wayne, Maury, Lewis, Lawrence, Giles	67	135	309	47.30%
Deaconess Homecare (Wilson)	Davidson, Hickman, Maury	1,222	1,706	956	-6.80%
Deaconess Homecare (Hardin)	Wayne	1,330	2,122	1,120	-4.50%
Deaconess Homecare (Lincoln)	Maury, Lawrence, Giles	842	1,294	731	-3.80%
Gentiva Health Services (Davidson)	Davidson, Maury	1,003	831	869	-4.90%
Quality First HC (Maury)	Maury, Lawrence, Giles	923	1,023	1,133	6.80%
Lincoln Medical HH (Lincoln)	Giles	348	339	396	4.40%
CareAll (Maury)	Davidson, Maury, Lewis, Giles, Hickman, Wayne, Lawrence	609	881	614	0.20%

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. There for 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 proposed VIP service area

6 **Adequate staffing:** The proposed service area addition is currently being served adequately by qualified well trained staff from the sister agency of Maxlife at Home of Tennessee, LLC dba CareAll Home Care Services. With addition of this proposed area to the licensed service area of the applicant, the current field staff will be retained under VIP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll. There will be reductions in administrative staff at Maxlife with surrender of this proposed area by the applicant from their CON. **Please see spread sheet 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	1	$76.500.06	$67,369.00
Staff RNs	3	3	3	$57,000.00	$56,083.00
Staff LPNs	5.5	5.5	5.5	$34,254.58	$37,856.00
Physical Therapist	4	4	4	$91,666.72	$84,767.00
Staff HHA/CNA	14	14	14	$21,002	$19,033.00
Administrative Assistant	1	1	1	$33,756.92	$29,286.00
Authorization Specialist	1	1	0.5	$37,440.00	$37,440.00
Director of Patient Services	1	1	.5	$75,000.00	$77,190.00
HR Coordinator	1	1	0.5	$32,760.00	$36,612.00
Office Coordinator	1	1	0.5	$32,760.00	$36,612.00
Occupational Therapist	4	4	2	$33,623.00	$30,951.00
RN Case Manager	1.5	1.5	1.5	$85,000.00	$89,370.00
Physical Therapy Assistant	8.75	8.75	8.75	$58,000.00	$56,083.00
	2.5	2.5	2.5	$62,400.00	$56,102.00
Total	50.55	50.55	46.55	$52,702.89	$51,758.13

7. Community Linkage Plan: VIP Home Nursing and Rehabilitation, LLC dba CareAll Home Care Services have been in operation for over 30 years. During this time VIP 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**: VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services is currently Medicare and Medicaid certified. The Agency holds contracts with 2 of the 3 TennCare

MCO's including BlueCare/TennCare Select and Amerigroup. The Agency has contracts with numerous other payer sources. **See attached list**.

9. **Proposed Charges:** See spread sheet below

VIP Cost per visit comparison with other agencies in the
Proposed service area by county

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 Co	$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
Amediysis 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

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. VIP Home Nursing and Rehabilitation Services, 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 from the sister agency of 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 addition of the proposed service area.

Section C, Need, Item 4

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

Response: The demographic area serviced by VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services consists of both rural and metropolitan areas. The primary population of patients served by the agency 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. **See graph below for the proposed service area as well a the county of location of the principle office.**

Demographic variable/Geographic area

County	Total Pop 2015	Total Pop 2018	Total Pop % change	Target Pop 2015	Target Pop 2018	Target Pop 2018 % change	Target pop 2018 as % 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%
Service area Total	891,119	919,371	3.07%	112,092	124,321	9.83%	13.52%
TN Total	6,600,211	6,962,031	5.19%	1,016,502	1,175,143	13.40%	16.87%

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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 pediatrics 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 graph below with 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 VIP proposed service area as well as a graph of total home health patient trends by county of residence for the proposed service area counties.

Agency (base County)	counties served	2013	2014	2015	% of change from 2013-2015
Alere Women's and Children's Health (Davidson)	Davidson, Maury	202	186	196	1%
Amedysis (Cumberland Bend - Davidson)	Davidson, Maury, Hickman	23	210	638	70%
Amedysis (Glen Echo - Davidson)	Davidson, Maury, Lewis, Hickman	2008	1508	1205	-17%
Amedysis Home Health Services (Davidson)	Davidson, Maury	5182	2148	1634	-39%
Amedysis (Rutherford)	Maury, Lewis, Lawrence, Giles, Davidson	661	535	1265	24%
Amedysis (Franklin)	Giles	1150	1002	909	-7.80%
Angel Private Duty & Home Health (Davidson)	Hickman ,Davidson, Maury	123	79	37	-35.90%
Corum CVS Specialty Infusion (Davidson)	Davidson, Hickman, Maury	11	26	36	34%
Elk Valley Health Services (Davidson)	Davidson, Hickman, Wayne, Maury, Lewis, Lawrence, Giles	277	293	457	17.50%
Friendship Home Healthcare (Davidson)	Davidson, Hickman, Maury	845	745	631	-9.60%
Homecare Solutions	Davidson, Hickman, Maury	1930	1689	1813	-2.10%
Davidson	Lewis				
Home Health Care of Middle Tennessee (Davidson)	Davidson, Hickman, Maury	2963	2975	2998	0.20%
Intrepid (Davidson)	Davidson, Hickman, Maury	766	1389	1146	11.50%
Intrepid (Warren)	Davidson	822	804	843	0.80%
Vanderbilt Community & Home Services (Davidson)	Davidson, Hickman, Maury, Lewis	1879	1700	1907	0.50%
Willowbrook Home Health Care (Davidson)	Davidson, Hickman, Maury	1565	1283	1512	-1.20%

Tennessee Quality Homecare (Decatur)	Hickman, Wayne, Maury, Lewis, Lawrence	1080	988	1043	-1.10%

Volunteer of West TN (Decatur)	Hickman, Wayne, Lewis	1534	1797	1833	5.70%
CareSouth HHA Holdings of Winchester (Franklin)	Davidson, Hickman, Maury, Lewis, Lawrence, Giles	2030	2444	2581	7.80%
Regional Home Care (Lexington - Henderson)	Hickman, Wayne, Lewis, Lawrence	569	582	1164	25.70%
Henry Co. Medical Center (Henry)	Hickman	363	408	428	5.40%
St. Thomas Hickman Com HH (Hickman)	Hickman, Lewis	214	311	370	17.40%
Maury Regional HH (Maury)	Maury, Hickman, Wayne, Lewis, Lawrence, Giles	1,151	1,553	1,489	8%
NHC Home Care (Maury)	Maury, Hickman, Wayne, Lewis, Lawrence, Giles, Davidson)	2,408	2,591	2,517	1.40%
Guardian HC (Williamson)	Davidson, Hickman	1,370	1,668	1,810	9%
Vanderbilt HC/Walgreens (Williamson)	Davidson, Hickman, Wayne, Maury, Lewis, Lawrence, Giles	67	135	309	47.30%
Deaconess Homecare (Wilson)	Davidson, Hickman, Maury	1,222	1,706	956	-6.80%
Deaconess Homecare (Hardin)	Wayne	1,330	2,122	1,120	-4.50%
Deaconess Homecare (Lincoln)	Maury, Lawrence, Giles	842	1,294	731	-3.80%
Gentiva Health Services (Davidson)	Davidson, Maury	1,003	831	869	-4.90%
Quality First HC (Maury)	Maury, Lawrence, Giles	923	1,023	1,133	6.80%
Lincoln Medical HH (Lincoln)	Giles	348	339	396	4.40%
CareAll (Maury)	Davidson, Maury, Lewis, Giles, Hickman, Wayne, Lawrence	609	881	614	0.20%

Total Home Health Trends by County of Residence

County	2012 JAR Total Residents served	2013 JAR Total Residents served	2014 JAR Total Residents served	12-'14 % 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%

Current JAR summary for Home Health Agencies is 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 d graph below with utilization trends for VIP Home Nursing and Rehabilitation Service, 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.

Historical and Projected Utilization Chart proposed service area

County	2013 JAR patients	2014 JAR patients	2015 JAR patients	2017 patient projections	2018 patient projections
Maury	0	0	0	113	119
Giles	0	0	0	70	74
Lewis	0	0	0	8	9
Hickman	0	0	0	20	21
Lawrence	0	0	0	106	111
Wayne	0	0	0	22	23

Historical and Projected Utilization Chart current service area

Davidson	319	301	218	175	184
Robertson	25	20	6	3	3
Cheatham	15	1	2	2	2
Sumner	156	179	109	51	54
Macon	65	87	44	28	29
Trousdale	19	12	4	8	8
Wilson	73	67	33	16	17
Rutherford	96	101	57	62	65
Bedford	8	5	4	14	15
Williamson	41	38	22	34	36
Smith	28	19	9	8	8
Clay	43	89	31	22	23
Jackson	41	50	29	20	21
Overton	29	31	13	0	5
Putnam	259	297	165	77	81
Cumberland	16	305	116	53	56
Dekalb	43	8	6	18	19
Van Buren	41	3	1	0	0
Warren	1	3	2	0	0
White	148	34	12	33	35
Perry	0	0	0	0	5

Cannon	96	2	0	0	0
Total	1562	1652	883	963	1023

The methodology used for the projections for 2017 were based on current patient census trends in the current service area plus the current trends for the proposed area under MaxLife, a 5% projected increase from 2017 was used for the 2018 projection

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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) miscellaneous organizational cost	$3,000

B. Acquisition by gift, donation, or lease:

1.	Facility (inclusive of building and land)	
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)	$6,000
E.	CON Filing Fee	$15,000
F.	Total Estimated Project Cost (D+E)	
	TOTAL	$21,000

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 simply is a transfer of the service area of the six (6) counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the sister agency of Maxlife @ Home of Tennessee, LLC dba CareAll Home Care Services to the applicant 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 of home health agencies providing services in the proposed county area of the applicant and cost per visit/reimbursement as reported on the most current JAR. (Charge schedules are not recorded on the JAR report)

VIP Cost per visit comparison with other agencies in the
Proposed service area by county

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
Amediysis 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

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 VIP Home Nursing and Rehabilitation Service, LLC with the addition of the six county area. With the enhancement in cost reduction and operational control with this project, utilization should also be enhanced.

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: Given the limited scope of the project, the Agency's current financial viability will not be affected by this project. The total project cost is estimated at $21,000 payable from cash reserves. Cash flow will not be affected. See letter from CEO, regarding cash reserves, attached as Attachment C-Economic Feasibility -Item 2.

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.

VIP Estimated revenue amount from each government payer
with % of project revenue for 2017

Medicare	2,959,200	51%
TennCare	2,567,305	44%
Total	5,764,193	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 VIP Home Nursing and Rehabilitation Service, 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	1	$76.500.06	$67,369.00
Staff RNs	3	3	3	$57,000.00	$56,083.00
Staff LPNs	5.5	5.5	5.5	$34,254.58	$37,856.00
Physical Therapist	4	4	4	$91,666.72	$84,767.00
Staff HHA/CNA	14	14	14	$21,002	$19,033.00
Administrative Assistant	1	1	1	$33,756.92	$29,286.00
Authorization Specialist	1	1	0.5	$37,440.00	$37,440.00
Director of Patient Services	1	1	.5	$75,000.00	$77,190.00
HR Coordinator	1	1	0.5	$32,760.00	$36,612.00
Office Coordinator	1	1	0.5	$32,760.00	$36,612.00
Occupational Therapist	4	4	2	$33,623.00	$30,951.00
RN Case Manager	1.5	1.5	1.5	$85,000.00	$89,370.00
Physical Therapy Assistant	8.75	8.75	8.75	$58,000.00	$56,083.00
	2.5	2.5	2.5	$62,400.00	$56,102.00
Total	50.55	50.55	46.55	$52,702.89	$51,758.13

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.

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:*** VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care services is Medicare and Medicaid certification.
   Accreditation: ***Response:*** VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services have 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

FILED
RECEIVED
STATE OF TENNESSEE
2006 NOV 17 PM 3:34
RILEY DARNELL
SECRETARY OF STATE

ARTICLES OF ORGANIZATION

OF

CAREALL, LLC

The undersigned person, acting as the organizer of a limited liability company under the Tennessee Revised Limited Liability Company Act (the "Act"), adopts the following Articles of Organization (the "Articles"):

(1) The name of the company is CareAll, LLC (the "Company").

(2) The street address and zip code of the initial registered office of the Company is 200 Fourth Avenue North, Suite 300, Nashville, Tennessee 37219-8985. The county in which the initial registered office is located is Davidson County. The name of the initial registered agent of the Company at that office is Douglas A. Brace.

(3) The street address and zip code of the principal executive office of the Company is 4015 Travis Drive, 2nd Floor, Nashville, TN 37211. The county in which the principal executive office is located is Davidson County.

(4) The Company will be manager-managed.

(5) As of the date of the filing of these Articles, the Company has less than six (6) Members.

(6) No members are personally liable for the debts, obligations and liabilities of the Company.

(7) The existence of the Company is to begin upon the filing of these Articles.

(8) The duration of the Company is not limited to a specific period of time or term of years.

(9) Section 503(b)(2) of the Act shall apply to the Company if the Company falls within the definition of a "family LLC" under Section 102(10) of the Act.

11/17/06
Date

Bryan Howard
Bryan Howard, Organizer

5831-0811

SECOND AMENDMENT TO
OPERATING AGREEMENT OF
CAREALL, LLC

THIS SECOND AMENDMENT is made effective as of the 31st day of December, 2009 by the undersigned, being all of the members or holders of CareAll, Inc. (the **"Company"**).

W I T N E S S E T H:

WHEREAS, an Operating Agreement (**"Agreement"**) was executed for the Company dated November 17, 2006, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the member and holder of the Company desires to amend the Operating Agreement pursuant to Paragraph 12.13 thereof to remove a manager/officer for the Company as set forth in an updated Exhibit "C" pursuant to Paragraph 2.1 of the Agreement.

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

1. Exhibit "C" to the Agreement is deleted in its entirety and substituted in lieu thereof the attached Amended Exhibit "C" removing Michael J. Carell as a manager/secretary of the Company.

2. All other provisions of the Agreement not amended hereby are confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned executed this First Amendment as of the day and year first above written.

MEMBER/HOLDER:

CAREALL, INC.

By: J.W. Carell
James W. Carell, President

J.W. Carell
James W. Carell, individually

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AMENDED
EXHIBIT "C"
CAREALL, LLC
December 31, 2009

Managers and Tax Matters Members

President: James W. Carell

Other Managers: None

Tax Matters Member: James W. Carell

Initial - Member

Initial - Holder

FIRST AMENDMENT TO
OPERATING AGREEMENT OF
CAREALL, LLC

THIS FIRST AMENDMENT is made effective as of the 17th day of January, 2008 by the undersigned, being all of the members or holders of CareAll, Inc. (the **"Company"**).

W I T N E S S E T H:

WHEREAS, an Operating Agreement (**"Agreement"**) was executed for the Company dated November 17, 2006, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the member and holder of the Company desires to amend the Operating Agreement pursuant to Paragraph 12.13 thereof to add an additional manager/officer for the Company as set forth in an updated Exhibit "C" pursuant to Paragraph 2.1 of the Agreement.

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

1. Exhibit "C" to the Agreement is deleted in its entirety and substituted in lieu thereof the attached Amended Exhibit "C" adding Michael J. Carell as a manager/secretary of the Company.

2. All other provisions of the Agreement not amended hereby are confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned executed this First Amendment as of the day and year first above written.

MEMBER/HOLDER:

CAREALL, INC.

By: J.W. Carell
James W. Carell, President

J.W. Carell
James W. Carell, individually

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AMENDED
EXHIBIT "C"
CAREALL, LLC
January 17, 2008

Managers and Tax Matters Members

President: James W. Carell

Other Managers: Michael J. Carell, Secretary

Tax Matters Member: James W. Carell

Initial – Member

Initial - Holder

OPERATING AGREEMENT
OF
CAREALL, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made on the date indicated on the signature page(s) hereof by and among the undersigned signatories, along with any other Person who may become a Member or Holder of the Company. All capitalized terms used herein shall have the meanings set forth in Article 2 below. The Members and Holders expressly agree that this entity is a "family LLC," as that term is defined in the Act.

WHEREAS, the Company is to be a manager-managed limited liability company under the Act.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:.

ARTICLE 1

GENERAL

1.1 Articles of Organization. The Articles of Organization were filed by the Company with the Tennessee Secretary of State on November 17, 2006.

1.2 Adoption. The parties to this Agreement hereby adopt this Agreement as the operating agreement for the Company pursuant to the Act. The Company shall file any certificates as may be required to conduct business in any state.

1.3 Name. The name of the Company shall be **"CareAll, LLC."** The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any fictitious name certificates as may be required to conduct business in any state.

1.4 Principal Executive Office. The principal executive office of the Company shall be **4015 Travis Drive, 2nd Floor, Nashville, TN 37211.** The business of the Company also may be conducted at such other additional place or places as the Members may designate.

1.5 Registered Office and Agent. The initial registered agent and office of the Company in the State of Tennessee shall be **Douglas A. Brace, at 200 Fourth Ave. North, 3rd Floor, Nashville, Tennessee 37219-8985.**

1.6 Purpose. The purpose of the Company is to consolidate the ownership of certain home health care agencies for more efficient management, to engage in all types of commercial and business activities; to have and to exercise generally all powers, rights, and privileges necessary or incident to carrying out any of the foregoing purposes, whether the same be in

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conjunction with any other parties or entities or by itself; and generally to engage in any and all other lawful endeavors or activities related in any manner to any of the foregoing purposes.

Further, the Company may engage in any and all activities determined by the Managers to be necessary, proper, convenient or advisable in connection with its stated purpose(s).

No Member or Holder may use the Company's funds or other assets to personally enjoy or control the Company's property or income beyond the extent of such Member's or Holder's interest.

ARTICLE 2

DEFINITIONS

2.1 Certain Definitions. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"*Act*" means the Tennessee Revised Limited Liability Company Act, as it may be amended from time to time.

"*Agreement*" means this Operating Agreement of **CareAll, LLC**, as it may be amended from time to time.

"*Articles*" means the Articles of Organization of the Company, as filed with the Tennessee Secretary of State as they may be amended from time to time.

"*Capital Account*" means, with respect to any Member or Holder, the Capital Account maintained for such Member or Holder in accordance with the provisions of Treasury Regulations Section 1.704-1(b).

(a) In the event any Membership Interest or Financial Interest in the Company 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 interest; provided, however, that no transfer of a Membership Interest or Financial Interest in the Company shall, in and of itself, relieve the transferor of any obligation to the Company.

(b) The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members 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 that are secured by contributed or distributed property or that are assumed by the Company or the Members or Holders), are computed in order to comply with such Treasury Regulations, the Members may make such modification, provided, however, that it is not likely to have a material effect on the amounts distributable to any Member or Holder pursuant to Article 10 hereof upon the dissolution of the Company. The

Members 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 Treasury 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 Treasury Regulations Section 1.704-1(b).

"*Capital Contribution*" means the total amount of cash and the fair market value of any other assets contributed or deemed contributed to the Company by a Member or Holder, net of liabilities assumed or to which the assets are subject. "Capital Contribution" includes promissory notes, services performed, an obligation or agreement to contribute money or property, and an obligation or agreement to perform services whether or not reflected in the Person's Capital Account.

"*Cash Flow*" means the Company's taxable income for federal tax purposes, increased by (i) amortization, depreciation and other noncash charges taken into account in computing taxable income, (ii) any nontaxable income or proceeds from any refinancing of the Company's indebtedness (other than capital contributions), and (iii) such amounts that the Managers determine no longer need to be maintained in a working capital reserve and decreased by (iv) principal payments on Company debts, (v) any other cash expenditures which have not been deducted in determining the taxable income of the Company, and (vi) any amount that the Managers determine to be reasonably required to maintain sufficient working capital, a reasonable reserve for operating expenses and a reasonable reserve for capital expenditures. The Cash Flow of the Company shall be determined separately for each Fiscal Year and not cumulatively.

"*Code*" means the Federal Internal Revenue Code of 1986, as amended.

"*Company*" means **CareAll, LLC,** the Tennessee limited liability company governed by this Agreement.

"*Distribution*" means a direct or indirect transfer of money or other property by the Company (except for the issuance of its own Membership Interests or Financial Rights), with or without consideration, or an incurrence of issuance of indebtedness (whether directly or indirectly, including through a guaranty) to or for the benefit of any of the Members or Holders of Financial Rights, as applicable, in respect of Membership Interests or Financial Rights. The term "Distribution" does not include amounts paid to or for the benefits of Members or Holders as compensation or benefits for services rendered by them in their capacities as Members, Holders, Managers or agents.

"*Financial Rights*" means a Member's or Holder's rights to share in the Profits, Losses and Cash Flow of the Company and to receive interim and liquidating distributions of the Company.

"*Fiscal Year*" means the calendar year.

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"*Governance Rights*" means all of each Member's rights as a Member in the Company other than Financial Rights, and the right to transfer the voting and other rights described herein.

"*Holder of Financial Rights*" or "*Holder*" means a person, who is not a Member, owning any Financial Rights in the Company that are not accompanied by Governance Rights. A Holder may also be a Member with respect to a separate Membership Interest. All Holders shall be listed on Exhibit A hereto. A Holder may acquire its Financial Rights either by transfer of ownership from a Member or other Holder, or directly from the Company. A Holder shall not have any Governance Rights except where specifically and expressly granted in this Agreement.

"Immediate Family Member" shall mean **James W. Carell**, the lineal ancestors, spouse, and lineal descendants of **James W. Carell**, spouses of the lineal descendants of **James W. Carell**, a trust established for the primary benefit of one or more of the above, the estate of a individual who was a Member or Holder while living, or an entity, which is wholly-owned by one or more of the above. A duly appointed and serving trustee, custodian, guardian, attorney-in-fact, executor or other fiduciary serving for the benefit of one of the above may act for and represent the interest of such Immediate Family Member for all purposes under this Agreement. If a Member is an entity, the organizational documents creating and/or controlling such entity must provide that only those individuals or entities identified above may be owners or beneficiaries. Such organizational documents shall provide that the class of eligible owners or beneficiaries may not be expanded without the written consent of the Company. An individual adopted prior to attaining the age of eighteen (18) shall for all purposes herein be deemed to be a lineal descendant of the individual so adopting, and the individual so adopting and such individual's ancestors shall for all purposes herein be deemed to be lineal ancestors of such adopted individuals.

"*LLC Documents*" means either or both of the Articles and this Agreement, as amended.

"*Losses*" means the excess of all expenses of the Company over all income of the Company (including, without limitation, the amount of any losses recognized by the Company on the sale or other disposition of Property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

"Majority Vote" shall mean, with respect to a vote, a vote of more than fifty percent (50%) of the Percentage Interests held by the Members or Holders entitled to vote. If the vote is an amendment or an amendment and restatement of this Agreement, then all Percentage Interests, including the Percentage Interests of Holders, must be counted.

"Manager" or *"Managers"* shall mean the President and any other person(s) elected or designated as provided in this Agreement. A Manager need not be a Member of the Company. The positions of Managers and the identity of Managers shall be recorded in Exhibit C and updated as required.

"Member," individually, or *"Members,"* collectively, shall mean, those persons set forth on Exhibit A attached hereto, together with any additional Members admitted pursuant to the provisions of this Agreement. The Percentage Interests owned by each Member shall be recorded on Exhibit A. A Member may hold Percentage Interests in more than one Class. The President shall amend Exhibit A as appropriate.

"Membership Interest" means each Member's interest in the Company, including his Financial Rights, his Governance Rights or both. The Members by majority vote may create and issue additional classes of Membership Interests or Financial Rights that are superior, equal or subordinate to existing classes of Membership Interests or Financial Rights.

"Notice" means and shall be given in accordance with the provisions of Section 12.1 of this Agreement. "*Member*" means, individually, and "*Members*" means, collectively, the person or persons designated as Members on Exhibit A, together with any additional Members of the Company admitted pursuant to the provisions of this Agreement.

"*Percentage Interest*" means, with respect to each Member and Holder, the percentage shown opposite such Member's or Holder's name in Exhibit A, as such Exhibit A is amended or modified from time to time. These interests shall be expressed in the form of units.

"*Person*" means any individual, corporation, partnership, general or limited, limited liability company, limited liability partnership, trust, estate or other entity (as defined in the Act).

"*President*" means the Company's President as designated from time to time pursuant to, and having the duties and powers set forth in, this Agreement.

"*Profits*" means the excess of all income of the Company over all expenses of the Company (including, without limitation, the amount of any gains recognized by the Company on the sale or other disposition of Property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

"*Property*" means any and all interests and rights of any type or nature in all real and personal property, tangible and intangible, acquired by the Company.

"*Treasury Regulations*" means those regulations promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including, without limitation, corresponding provisions of succeeding regulations).

ARTICLE 3

CONTRIBUTED CAPITAL AND CAPITAL ACCOUNTS

3.1 Original and Additional Members. The persons listed on Exhibit A have made capital contributions to the Company as set forth on Exhibit A attached hereto. After the formation of the Company, an offer to make a Capital Contribution or a Capital Contribution must be accepted by the majority vote of the Members.

3.2 Additional Membership Interests. The Managers may authorize the issuance of additional Membership Interests or Financial Rights on the terms and conditions they deem reasonable.

3.3 Admission of New Members. No Person shall be made a Member without the consent of the Managers at the time the membership decision is to be made. No new potential member shall become a Member until the Managers approve such Person as a Member. Any Person admitted, as a Member shall automatically be bound by the terms and conditions of the LLC Documents. The Managers shall promptly amend Exhibit A hereto to reflect the admission of the new Member when all the conditions of this Article have been complied with.

3.4 Additional Capital Contributions or Assessments. There shall be no additional Capital Contributions or assessments required of any Member or Holder without the written consent of such Member or Holder. There is no negative Capital Account make-up required either during the existence of the Company or at the dissolution and termination of the Company. In the event an additional Capital Contribution is made by a Member or Holder, such contributing Member or Holder shall be allocated additional Units with respect to such contribution, unless contributions are made by all Members and Holders in proportion to the number of Units held by each Member and Holder. The number of additional Units to be allocated for such additional contributions shall be determined as follows:

(a) The contribution value of the Units shall be determined as of the last day of the calendar quarter in which the contributions were made based upon the fair market value of all property owned by the Company, excluding the value of the additional contributions and any appreciation or depreciation on such contributions, and reduced by the value of any Company liabilities.

(b) The total contribution value attributable to all Units (determined as in a. above) shall be divided by the number of Units owned by all Members and Holders at that time. The result shall be the contribution value of each Unit.

(c) Each Member and Holder making an additional contribution shall receive that number of additional Units that results from dividing the value of the contribution by such Member or Holder, including any appreciation or depreciation on such contribution, by the contribution value of each Unit (determined as in b. above).

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3.5 Capital Accounts. A separate Capital Account shall be maintained for each Holder and Member, except that the Capital Account of someone who is both a Member and a Holder shall be combined.

3.6 Interest on Capital. No interest shall be paid on Contributed Capital or on any Capital Account.

ARTICLE 4

ALLOCATIONS OF PROFITS AND LOSSES

4.1 Participation in Profits and Losses. Profits and Losses shall be allocated to the Members and Holders in accordance with their Percentage Interests. In the event that one or more Members' or Holders' Capital Accounts are positive and the Capital Accounts of other Members or Holders are zero (0) (or are reduced to zero (0) by the allocation of Losses), then the Losses shall be specially allocated to the Members and Holders with positive Capital Account balances in the ratio of their Percentage Interests until all Capital Accounts are reduced to zero (0), at which point such Losses shall be allocated in the ratio of Percentage Interests.

4.2 Allocations with Respect to Transferred Interests.

(a) If any Membership Interest or Financial Interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise during any Fiscal Year of the Company, Profits or Losses and any other item of income, gain, loss, deduction or credit of the Company for such Fiscal Year shall be allocated among the Members and Holders in accordance with their respective Percentage Interests which they had from time to time during such Fiscal Year in accordance with Code Section 706. Such allocation shall be made using the "closing of the books" method unless the Members, by majority vote determine to use the pro rata method or other method permitted by Treasury Regulations.

(b) For convenience in accounting, the Company, to the extent permitted by law, may treat a transfer of, or an increase or decrease in, a Membership Interest or Financial Interest in the Company that occurs at any time during a month (commencing with the month including the date of this Agreement) as having been consummated on the first day of that month, regardless of when during that month the transfer, increase or decrease actually occurs, or adopt such other convention as the Managers may lawfully select.

ARTICLE 5

DISTRIBUTIONS

5.1 Distributions of Cash Flow. Cash Flow shall be distributed, in such amounts and at such times, as the Members by majority vote may determine.

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5.2 Amounts Withheld or Paid. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or Distribution to the Members or Holders shall be treated as amounts distributed to the Members or Holders pursuant to this Article 5 for all purposes under this Agreement. The Members and Holders may allocate any such amounts among themselves in any manner that is in accordance with applicable law.

5.3 Restrictions on Distributions. No distribution may be made by the Company if it violates T.C.A. Section 48-249-306.

5.4 In Kind Distributions. Neither a Member nor a Holder (i) has a right to demand or receive a Distribution in kind regardless of the contribution to the Company of the Member or Holder nor (ii) may be compelled to accept a Distribution of any asset in kind from the Company to the extent that the percentage of the asset distributed to the Member or Holder exceeds the Member or Holder's Percentage Interest.

5.5 Record Date for Distributions. Unless the Manager specifies a prospective date, the record date for determining the identity of the Members and Holders entitled to receive payment of any Distribution shall be the date on which the Managers declare such Distribution.

ARTICLE 6

MANAGEMENT

6.1 Management of the Company. The Company shall be managed solely by the Managers. If more than one Manager is serving, then the authority to govern vested in the Managers under this Agreement shall be exercised by a majority vote of the Managers.

6.2 General Powers. The Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company, and to make all decisions affecting such business and affairs.

6.3 No Authority to Issue Certificates. Notwithstanding anything in this Agreement or the Act to the contrary, the Managers shall have no authority to issue certificates evidencing interests in the Company to Members or Holders.

6.4 Business Relationships with Company. Any Manager may enter into any contract, agreement, lease or other arrangement for the furnishing to or by the Company of goods, services or space with any Person which is related to or affiliated with a Manager or any Member or Holder, or which is directly or indirectly owned or controlled by a Manager or any Member or Holder, or by a Person related to or affiliated with any Manager, Member or Holder, if such contract, agreement, lease or other arrangement is at fair market value or is at arm's length.

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6.5 Standard for Indemnification.

(a) No Manager shall be liable, responsible, or accountable, in damages or otherwise, to any Member, Holder or to the Company for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement, except for fraud, gross negligence, willful misconduct, or an intentional breach of this Agreement.

(b) If the Members, by majority vote, consent, the Company may indemnify, and upon request shall advance expenses prior to final disposition of a proceeding to, any Person (or the estate or personal representative of any Person) who was or is a party to, or is threatened to be made a party to, any proceeding, whether or not by or in the right of the Company, by reason of the fact that such Person is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a governor, manager, director, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability to the full extent permitted by the Act as now in effect or as it may be amended in the future. The Company may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any such Person against any liability that may be asserted against him, her or it.

(c) Any repeal of the Act or modification of the provisions of this Section 6.5 shall not affect any obligations of the Company or any rights regarding indemnification and advancement of expenses of a Member, employee or agent with respect to any proceeding for which indemnification or the advancement of expenses is requested, in which the alleged cause of action accrued at any time prior to such repeal or modification. If an amendment to the Act hereafter limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of Persons subject to indemnification under this Section 6.5 that occur subsequent to the effective date of such amendment.

(d) If this Section 6.5 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Member, employee or agent of the Company as to any liability incurred or other amounts paid with respect to any proceeding, including, without limitation, a grand jury proceeding and any proceeding by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Section 6.5 that shall not have been invalidated by the Act or by any other applicable law.

6.6 Compensation of Managers. The Managers shall receive compensation in return for their services rendered to the Company in such amount as are approved by the Members from time to time. If a Manager is a Member, then such amount shall be treated as a guaranteed payment under Section 707(c) of the Code. In addition, upon substantiation of the amount and purpose thereof, a Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

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6.7 Standard of Conduct. Unless amended or changed by an employment agreement, the Managers and any other Manager shall discharge the duties of 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 individual in a like position would exercise under similar circumstances.

ARTICLE 7

MEMBERS, MEMBER MEETINGS AND VOTING RIGHTS

7.1 Authority of Members. No Member is an agent of the Company and only the Managers may act on behalf of the Company. Any Member who takes any action or binds the Company shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to any loss or expense occasioned by such action.

7.2 Admission of New Members. The Managers shall have the exclusive right to admit new Members and shall set, at the time of such admission, the terms and conditions under which such new Member(s) shall be admitted. The admission of a new Member may be done by supplemental agreement and does not necessitate the execution of a completely new operating agreement. Each Member and Holder does hereby irrevocably constitute and appoint the Managers as a true and lawful attorney-in-fact of such Member or Holder and the successors and assigns thereof, in the name, place and stead of such Member or Holder or the successors and assigns thereof, as the case may be, to make, execute and deliver any supplemental agreement to this Agreement to evidence and document such supplemental agreement and any related and/or attendant changes. The grant of such power of attorney pursuant to this section hereof is coupled with an interest, is irrevocable and shall survive the death, dissolution, termination or legal incompetence of the grantor.

7.3 Annual Meetings. No annual meeting is required.

7.4 Meetings. A meeting of the Members of the Company may be called by the Manager or any Member. A Person having the authority to call a meeting of the Members may call the meeting by giving written or electronic email notice of demand for such meeting to every Member entitled to vote on the matters to be considered at such meeting. Regardless of who calls the meeting, the notice must be given no fewer than ten (10) days nor more than two (2) months before the meeting date. The notice must contain the date, time and place of the meeting, and it must contain a statement of the purposes of the meeting, along with any other information required by the Act. Unless all Members entitled to vote on the matters to be considered and all Members entitled to receive notice of a particular meeting agree to the holding of a meeting at another place, all meetings of the Members shall be held at the principal executive office of the Company. A conference among Members by any means of communication through which the participants may simultaneously speak to and hear each other during the conference constitutes attendance at the meeting in person or by proxy if all other requirements for a meeting are met. The Members may waive the Notice requirements of this section either before, at or after the meeting.

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7.5 Quorum Requirements for Meetings. Members holding not less than 50% of the Percentage Interests entitled to vote on a matter must be present at a meeting for there to be a quorum to vote on such action. Once a Member is represented for any purpose at a meeting, the Member is deemed present for quorum purposes for the remainder of that meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting. A meeting may be adjourned and notice of any adjourned meeting is not necessary if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken

7.6 Voting. Except as otherwise provided in the LLC Documents or the Act, each Member shall vote in accordance with his or her Percentage Interest. All decisions of the Members shall require the affirmative vote of a majority of the Percentage Interests held by the Members. Except as otherwise provided in the LLC Documents, a Holder of Financial Rights who is not a Member does not have a right to vote by reason of or with respect to such Financial Rights. At any time that the Company is a Family LLC as that term is defined in the Act, then notwithstanding the foregoing, the merger, consolidation, transfer of all or substantially all of the assets or the conversion of the Company to another entity shall require the unanimous vote of all of the Members.

7.7 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Members, including a vote on dissolution, may be taken without a meeting (whether or not all Members consent to the taking of such action without a meeting) by signing one or more written consents describing the action taken and indicating each Member's vote or abstention on the action. The affirmative vote of the aggregate Percentage Interests that would be necessary to authorize or take action at a meeting of Members is the act of the Members without a meeting. The written consent or consents shall be included in the minutes or filed with the Company's records reflecting the action taken. Action taken by written consent is effective when the last Member signs the consent, unless the consent specifies a different effective date. No action on written consent may be taken by the Members unless notice of the action to be taken is given to the Members prior to the execution of the action on written consent. Failure to give notice shall render such action void.

7.8 Conflict of Interest Transactions. A conflict of interest transaction is a transaction with the Company in which a Manager or Member of the Company has a direct or indirect interest. A conflict of interest transaction is not void and is not voidable by the Company solely because of the interest of a Manager or Member in the transaction, if any one of the following is true:

(a) The contract or transaction was, and the Person asserting the validity of the contract or transaction sustains the burden of establishing that the contract or transaction was, fair and reasonable as to the Company at the time it was authorized, approved or ratified; or

(b) The material facts of the transaction and the interest of the Manager or Member, as applicable, were disclosed or known either (i) to the Members entitled to vote and they authorized, approved or ratified the transaction, or (ii) to all the Persons who are Members

at the time and all the Members authorized, approved or ratified the transaction even if one or more or all the Members have a conflict of interest; or

(c) The material facts of the contract or transaction and the Manager's or Member's interest were disclosed or known to a committee of not less than two (2) Members, none of whom had a direct or indirect interest in the contract or transaction, and such committee authorized, approved or ratified the transaction; or

(d) All of the Members waive the conflict.

7.9 Other Interests. Any Member may engage in other business, including, without limitation, business of a nature which is the same or similar to the business of the Company, without any duty or obligation to account to the Company in connection therewith.

7.10 Personal Services. No Member shall be required to perform services for the Company solely by virtue of being a Member.

7.11 Tax Matters Member. Upon the execution of this Agreement, the tax matters Member shall be James W. Carell.

ARTICLE 8

RESIGNATION, WITHDRAWAL OR EXPULSION OF A MEMBER

8.1 Resignation or Withdrawal of a Member. No Member or Holder has the right to resign or otherwise withdraw from the Company at any time without the written consent of all of the other Members.

8.2 Termination of Membership Interest. A Member's continued membership in the Company shall not terminate for any reason except for withdrawal approved by all of the other Members.

8.3 Expulsion of a Member. The Members shall not have any power or authority to expel any Member for any reason.

8.4 General Effect of Termination of Interest. The termination of a Member's continued membership in the Company by death or otherwise shall not cause dissolution or termination of the Company so long as there is one remaining Member. Subject to the provisions of this Agreement, the Member's personal representative shall be substituted for the Member whose interest has been terminated. The Managers shall amend the LLC Documents to reflect this substitution.

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ARTICLE 9

TRANSFER RESTRICTIONS

9.1 Definitions. For purposes of this Agreement, the "*transfer*" or "*assignment*" of an interest in the Company shall mean any transfer, alienation, sale, assignment, pledge or other disposition or encumbrance of all or any part of a Membership Interest or Financial Interest in the Company, whether voluntarily or involuntarily, whether for or without consideration, and includes a transfer by operation of law, transfers incident to divorce, bankruptcy, foreclosure, judicial sale or otherwise, but excluding any transfer of an interest by operation of the laws of descent and distribution.

9.2 Permitted Transfers of Membership Interests. Subject to the conditions and restrictions set forth in this Article 9, a Member may at any time transfer all or any portion of his or her Membership Interest in the Company to (a) any other Member or Holder, (b) a revocable living trust of which the transferor is the grantor or co-grantor, (c) an Immediate Family Member, (d) the transferor's executor, administrator, trustee or personal representative to whom such interests are transferred at death or involuntarily by operation of law, or (e) any purchaser consented to by the Members pursuant to the provisions of Section 9.3. If the Member or Holder is a limited liability company, a limited or general partnership, an estate, or a trust, Financial Rights may be assigned to one or more members, partners or beneficiaries, respectively, of the Member or Holder or an Immediate Family Member thereof. Each such transfer is herein called a "*Permitted Transfer*." For purposes hereof, a "*purchaser*" is a Person who has made a bona fide written offer to purchase the offered interest for a purchase price denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the purchaser.

9.3 Prohibited Transfers. This Section shall apply to any and all transfers of Governance Rights, Financial Rights, or Membership Interests that are not expressly permitted under Section 9.2.

(a) No Member or Holder shall transfer any Governance Rights without the written consent of all of the other Member(s). Such consent may be unreasonably withheld.

(b) No Member or Holder may transfer any Financial Rights except in accordance with the provisions of this Section 9.3(b).

(i) In the event that any Member or Holder desires to make a bona fide transfer of all or any part of his or her Financial Rights in the Company, then the transfer may occur only if, in addition to obtaining consent of all other Members, the Member or Holder desiring to make such transfer (the "*transferor*") first gives the other Members and Holders the option to buy his or her Financial Rights in the Company. The transferor shall deliver written notice to the other Members and Holders, which notice shall state the name of the prospective bona fide transferee and the price and terms offered by such prospective transferee. The other Members and Holders shall have an option to purchase such Financial Rights of the transferor at the price and on the same terms set forth in such written notice. The other Members and Holders

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shall have thirty (30) days following the receipt of such notice to exercise such option by giving notice of such election to the transferor and the other Members and Holders. Each Member and Holder shall have an option to purchase a percentage of the offered Financial Rights in the Company equal to the ratio of such Member's or Holder's Percentage Interest in the Company to the total Percentage Interests in the Company determined without regard to the Percentage Interest of the transferor. If any of the other remaining Members or Holders do not exercise their option to purchase the offered Financial Rights, the Member(s) or Holder(s) desiring to purchase a portion of the offered Financial Rights shall be entitled, for a period of ten (10) additional days, to purchase the balance of the offered Financial Rights by giving Notice of such election to the transferor and the other Members and Holders. Such purchase shall also be in the ratio of the such Member's or Holder's Percentage Interest in the Company to the total Percentage Interests of the Members or Holders exercising the right to purchase under this provision. In no event, however, shall the transferor be required to sell less than all of the Financial Rights offered.

(ii) In the event that such option is not exercised within such thirty (30) day period, or, if extended by ten (10) additional days the expiration of the extended period, or is exercised with respect to less than all of the Financial Rights being offered, the same shall expire and be of no force and effect, and the transferor may then transfer the Financial Rights to such third party. In no event, however, shall the Financial Rights of the transferor be sold to another party for less than the price stated in the written notice aforesaid or on terms and conditions materially different from those stated in such written notice; or if the proposed third-party transfer is not consummated within ninety (90) days after the close of such thirty (30) or forty (40) day option periods, the transferor shall not transfer his or her Financial Rights in the Company without again offering the remaining Members or Holders the option to purchase as provided above.

(c) The foregoing provisions shall be binding upon any transferee of any Financial Rights in the Company. A Person who receives a transfer of a Financial Right that is authorized by or complies with the provisions of this Section 9.3 and Section 9.4, and who affirmatively agrees in writing to be bound by terms and conditions of this Agreement, shall be treated as a Holder of the Financial Rights as of the effective date of the transfer.

9.4 Conditions to Transfer. No transferee of any Membership Interest shall have the right to become a Member in place of his or her transferor unless and until all of the following conditions are satisfied:

(a) The fully executed and acknowledged written instrument transferring the Membership Interest as filed with the Company sets forth the intention of the transferor that the transferee become a Member in place of the transferor;

(b) Any transfer fee which has been charged and expenses incurred by the Company shall have been paid to the Company; and

(c) The transferee agrees in writing to be bound by this Section 9.4.

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ARTICLE 10

TERM, TERMINATION AND WINDING UP

10.1 Term. The term of the Company shall commence on the date of this Agreement and shall continue perpetually, unless earlier terminated in accordance with the provisions of this Agreement.

10.2 Dissolution of the Company. The Company shall dissolve and commence winding up its affairs upon the written consent of all the Members. The Company shall not be dissolved upon the death of the last remaining Member unless the personal representative of such Member shall elect to dissolve the Company in accordance with the provisions of the Act.

10.3 Winding Up Affairs on Dissolution. Upon dissolution of the Company, the Managers shall be responsible for overseeing the winding up, liquidation and termination of the Company and shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution and termination of the Company; and, after paying or providing for the payment of all liabilities and obligations of the Company, shall sell or distribute the assets of the Company as provided by the terms of this Agreement.

10.4 Distribution Upon Dissolution. Upon dissolution of the Company, the Company shall either distribute its assets or sell its assets and distribute the proceeds. The proceeds of such sale or the assets of the Company shall be allocated as set forth below:

(a) First, to all creditors, including Members and Holders of Financial Rights who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provisions for payment thereof) other than:

(i) Liabilities for which reasonable provision for payment has been made; and

(ii) Liabilities for distributions to Members and Holders of Financial Rights;

(b) Second, to establish such reserves for unknown or contingent liabilities, including without limitation reserves for environmental matters as the Managers may determine; and

(c) Third, to the Members and Holders of Financial Rights an amount (i) equal to his or her positive Capital Account balance as of the date of dissolution, after giving effect to the allocation of all Net Profits or Net Losses realized upon dissolution or, (ii) in the event assets are to be distributed in kind, that would be realized if such were assets then sold; and,

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(d) Notwithstanding the foregoing, if it is determined that an immediate sale of part or all of the Company's assets would result in undue loss, or it would otherwise be beneficial to continue to hold such assets, then, in order to avoid such loss or to obtain such benefit, to the extent not then prohibited by applicable law, the liquidation and winding up of the Company may be temporarily deferred and/or the assets of the Company may be distributed in kind.

10.5 Deemed Termination of Company. Notwithstanding any other provisions of this Article 10, in the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704 but no liquidating event has occurred, the Company's property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have contributed all of its assets and liabilities in kind to a new company in exchange for an interest in the new company, and, immediately thereafter, the Company shall be deemed to have distributed interests in the new company to the Members in proportion to their respective interests in the Company in liquidation of the Company.

10.6 Filing of Articles of Termination. Upon the completion of the winding up of the affairs of the Company, the Managers or the personal representative of the last remaining Member shall promptly file Articles of Termination with the office of the Tennessee Secretary of State.

ARTICLE 11

FISCAL MATTERS

11.1 Books and Records. Full and accurate books and records of the Company (including, without limitation, all information and records required by the Act) shall be maintained at its principal executive office showing all receipts and expenditures, assets and liabilities, profits and losses and all other records necessary for recording the Company's business and affairs. All Members shall have access at all reasonable times to the books and records of the Company. Holders of Financial Rights and their agents and attorneys shall have limited right of access in order to obtain only information reasonably required to comply with the requirements of either federal or state tax laws concerning their Financial Rights. The right of access provides the opportunity to inspect or copy records for such purpose during ordinary business hours if the Holder of Financial Rights or its agent or attorney gives the Company written notice of demand to inspect or copy the records of at least five (5) days before the date on which the Holder of Financial Rights or its agent or attorney wishes to inspect or copy. The Company may impose reasonable charges for costs of labor and material incurred in furnishing copies of records.

11.2 Tax Status; Elections. Notwithstanding any provision hereof to the contrary, each of the Members hereby recognizes that, solely for purposes of the United States federal income tax laws, the Company shall be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, that the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or

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liabilities of the Members. The Managers, in their sole discretion, shall make or refrain from making all tax elections for the Company and its Members or Holders including without limitation an election under Section 754 of the Code.

11.3 Reports to Members and Holders. Each of the following reports shall be prepared at the Company's expense, and shall be delivered to each Member and Holder by the Tax Matters Partner:

(a) As soon as is reasonable after the close of the Fiscal Year prior to the due date of the Members' or Holders' federal income tax returns, all information necessary for the preparation of the Members' or Holders' federal, state and local income tax returns;

(b) No later than sixty (60) business days after the filing of the annual federal income tax return for the Company, an annual report of the activities of the Company, including a balance sheet, income statement and a statement of cash flow, and such annual report shall contain a complete statement of all compensation and fees paid or accrued by the Company to the Managers and the Members; provided that if the Company maintains its books and records solely in accordance with the federal income tax law, then the Form 1065 of the Company shall satisfy the foregoing requirements; and

(c) Any Member may obtain, at such Member's expense, such other reports on the Company's operations and conditions as such Member may reasonably request.

11.4 Accounting Decisions. All decisions as to accounting and tax matters, except as expressly provided in this Agreement, shall be made by the Managers. Such decisions must be satisfactory to the Company's accountants.

11.5 Bank Accounts. All funds of the Company shall be deposited in its name at a financial institution approved by the Managers, in such checking and savings accounts or time deposits or certificates of deposit as shall be designated from time to time by the Managers.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice, payment, demand or communication required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if it is faxed to the fax number of record on the records of the Company, is sent by email, is delivered personally to the Person or to an officer, manager, director or member of the Person to whom the same is directed, or is sent, by deposit with a courier service or in the United States Mail, postage and charges prepaid, addressed as follows: (i) if to the Company, at its principal executive office, or to such other address as the Company may from time to time specify by notice to the Members; and (ii) if to a Member, to such Member's address as such Member may from time to time specify by notice to the Company. Any such

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notice shall be deemed to be given as of the date delivered, if delivered personally, as of the dated emailed, if sent by email, as of the date of the fax, if sent by fax and as of the date on which the same was deposited in the United States Mail, if mailed, or delivered to a courier service, if sent by courier service. Oral notice is not effective for purposes of this Agreement.

12.2 Section Headings. Section, paragraph and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify or limit the scope, extent or intent of this Agreement or any provision hereof.

12.3 Further Action. Each Member shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate to implement the terms hereof and the intent of the Members hereto.

12.4 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid and unenforceable provisions there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.5 Tennessee Law. The Members and Holders intend that the laws of Tennessee shall govern the determination of the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

12.6 Waiver of Action for Partition. Each of the Members and Holders irrevocably waives, during the term of the Company, any right that he, she or it may have to maintain any action for partition with respect to the Property and, if such Property is distributed, to the Property after distribution.

12.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all Members and Holders had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Any lawful amendments to the counterpart of this Agreement maintained by the Members shall be deemed to have amended each and every counterpart of this Agreement.

12.8 Parties in Interest. Subject to the provisions contained herein, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto. The provisions of this Agreement shall be binding upon a person who thereafter becomes a Member upon admission of the person as a Member regardless of whether the person executes this Agreement or a counterpart to it. A Holder of Financial Rights shall be bound by the provisions of this Agreement upon receipt of Financial Rights regardless of whether the Holder of the Financial Rights executes this Agreement or a counterpart to it.

12.9 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the Members and Holders hereto with respect to the subject matter hereof,

and there are no agreements, understandings, restrictions, representations or warranties among the Members other than those set forth or provided herein.

12.10 Construction of Agreement. In construing this Agreement, no consideration shall be given to the fact or presumption that any Member had a greater or lesser hand in the drafting of this Agreement. In the event of any conflict between the provisions of the Act and the provisions of the Articles or this Agreement, the Articles or Agreement shall control. In the event of a conflict between the terms of this Agreement and the terms of the Articles, the terms of the Articles shall prevail.

12.11 Gender. In construing this Agreement, pronouns of any gender shall be deemed to include every other gender.

12.12 No Election Out of Subchapter K. No election shall be made by the Company or any Member or Holder of the Company to be excluded from the application of the provisions of Subchapter K of the Code.

12.13 Amendment. This Agreement may be altered, amended, repealed or restated, or a new operating agreement may be adopted, at any meeting of the Members (or by action on written consent pursuant to Section 7.7 in lieu of a meeting) by the affirmative vote of all of the Members. All amendments must be in writing and no oral amendments to this Agreement are permitted.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the parties hereto as evidenced by their signatures immediately below.

MEMBERS:

CAREALL, INC.

Date: 11/17/06

By: J. W. Carell
James W. Carell, President

Date: 11/17/06

J. W. Carell
James W. Carell

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EXHIBIT A
CAREALL, LLC
November 17, 2006

Name	Member or Holder?	Units Owned	Initial Capital Contribution
CareAll, Inc.	Member Holder	100 9,700	See attached Exhibit B
James W. Carell	Holder	200	100 Units of J. W. Carell Enterprises, LLC, a Tennessee limited liability company
Total		10,000	

EXHIBIT B
CAREALL, LLC
November 17, 2006

Initial Capital Contribution(s) of CareAll, Inc.

Description of Asset(s)

100 Units of Professional Home Health Care, LLC, a Tennessee limited liability company

100 Units of University Home Health, LLC, a Tennessee limited liability company

100 Units of VIP Home Nursing & Rehabilitation Service, LLC, a Tennessee limited liability company

EXHIBIT C
CAREALL, LLC
November 17, 2006

Managers and Tax Matters Member

President: James W. Carell

Other Managers: None

Tax Matters Member: James W. Carell

CONSENT ACTION OF THE SOLE MEMBER
OF
CAREALL, LLC

Pursuant to the provisions of Tennessee Code Section 48-223-102 and the Operating Agreement of CareAll, LLC, a Tennessee limited liability company (the "Company") the undersigned, constituting the sole Member of the LLC, hereby takes the following action described herein by written consent on and effective as of the date hereof, consent being evidenced by the signature of the Member hereto:

RESOLVED, that William T. Ramsey is hereby elected as President and Manager, Michael J. Carell is elected as Vice-President, Christine Ann Palmer is elected as Secretary, Travis Anderson is elected as Treasurer, and William T. Ramsey is Tax Matters Member.

RESOLVED, all officers are authorized to sign checks on behalf of the Company.

Dated this 20th day of June, 2014.

MEMBER:

The James W. Carell 2007 Dynasty Trust dated August 15, 2007

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

ASSIGNMENT OF HOLDER UNITS

The undersigned, the Estate of James W. Carell, effective the 31st day of December, 2013 hereby assigns to the James W. Carell 2007 Dynasty Trust dated August 15, 2007 Two Hundred (200) Holder Units of CareAll, LLC, a Tennessee limited liability company (the "Company").

Estate of James W. Carell

By: Christine Ann Palmer
Christine Ann Palmer, Co-Executor

By: Eileen Carell Nicholson
Eileen Carell Nicholson Co-Executor

ACKNOWLEDGEMENT AND RECEIPT:

The James W. Carell 2007 Dynasty Trust
dated August 15, 2007

By: Equitable Trust Company, Trustee

By: T. Richard Travis Sr. V.P.
T. Richard Travis, Senior Vice President

CONSENT ACTION OF THE SOLE MEMBER
OF
CAREALL, LLC

Pursuant to the provisions of Tennessee Code Section 48-223-102 and the Operating Agreement of CareAll, LLC, a Tennessee limited liability company (the "Company") the undersigned, constituting the sole Member of the LLC, hereby takes the following action described herein by written consent on and effective as of the date hereof, consent being evidenced by the signature of the Member hereto:

RESOLVED, that William T. Ramsey is hereby elected as President and Manager, Michael J. Carell is elected as Vice-President, Christine Ann Palmer is elected as Secretary/Treasurer, and William T. Ramsey is Tax Matters Member.

RESOLVED, all officers are authorized to sign checks on behalf of the Company.

Dated this 11th day of September, 2013.

MEMBER:

CareAll, Inc.

By: Wm T Ramsey
William T. Ramsey, President

ACTION BY WRITTEN CONSENT OF ALL OF THE MEMBERS OF CAREALL, LLC

The undersigned, being all the members of CareAll, LLC, do hereby take the following action by consent effective November 17, 2006, as follows:

WHEREAS, CareAll, LLC, was organized November 17, 2006; and

WHEREAS, CareAll, LLC, is to be manager-managed.

IT IS THEREFORE RESOLVED that James W. Carell be appointed as Chief Manager/President of CareAll, LLC, effective November 17, 2006 until such time as his replacement is appointed by the undersigned.

In witness whereof, all of the members of CareAll, LLC, have executed this instrument as of the date indicated above.

CareAll, Inc.
(9,800 Units)

J.W. Carell

James W. Carell, President

J.W. Carell

James W. Carell (200 Units)

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ACTION BY WRITTEN CONSENT
OF ALL OF THE MEMBERS OF
CAREALL, LLC

The undersigned, being all the members of CareAll, LLC, do hereby take the following action by consent, effective December 31, 2009, as follows:

> **RESOLVED,** that Michael J. Carell be removed as Manager/ Secretary of CareAll, LLC effective as of the above date.

The foregoing minutes and resolutions are effective as of the day and year first above written.

CareAll, Inc. (9,800 Units)

James W. Carell, President

James W. Carell (200 Units)

WRITTEN CONSENT ACTION OF MEMBERS of CAREALL, LLC

Pursuant to the provisions of the Tennessee Limited Liability Company Act (the "Act") and the Operating Agreement of CareAll, LLC, a Tennessee limited liability company (the "Company"), the undersigned, constituting the Members of the Company, hereby take the following actions described herein by written consent on and effective as of the date hereof, consent being evidenced by the signature of the Members hereto:

BE IT HEREBY RESOLVED, that a dividend is declared in the amount of $10,500,000 to be distributed pro rata to the Members as follows:

CareAll, Inc.	$10,290,000
James W. Carell	$ 210,000

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent Action as of the date first written above. These resolutions may be signed in one or more facsimile or original counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

Effective as of the 9th day of December, 2008.

MEMBERS:

CareAll, Inc.

By: _____
James W. Carell, President

_____
James W. Carell

ACTION BY WRITTEN CONSENT OF ALL OF THE MEMBERS OF CAREALL, LLC

The undersigned, being all the members of CareAll, LLC, do hereby take the following action by consent effective April 15, 2008, as follows:

> **RESOLVED** that Michael J. Carell be appointed as Manager/Secretary of CareAll, LLC until such time as his replacement is appointed by the undersigned.

In witness whereof, all of the members of CareAll, LLC, have executed this instrument as of the date indicated above.

CareAll, Inc. (as to 9,800 Units)

J.W. Carell

James W. Carell, President

J.W. Carell

James W. Carell, Individually (200 Units)

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AGREEMENT OF MERGER

CAREALL, INC.
A Tennessee For-Profit Corporation

INTO

CAREALL, LLC
A Tennessee Limited Liability Company

The undersigned domestic corporation and domestic limited liability company set forth this Agreement of Merger and state that:

1. CareAll, Inc., a Tennessee corporation (the "Corporation"), plans to merge into CareAll, LLC, a Tennessee limited liability company.

2. CareAll, LLC, a Tennessee limited liability company (the "LLC") is the surviving entity.

3. The shareholders of the corporation will receive member and holder units of the LLC as follows:

   a. James W. Carell 2007 Dynasty Trust – 99 Member Units, 8,621 Holder Units.

   b. James W. Carell Education Trust – 980 Holder Units.

   c. James M. Carell – 1 Member Unit, 99 Holder Units.

4. The James W. Carell 2007 Dynasty Trust will continue to own the 200 Holder Units that it owned prior to the Merger.

5. The merger will be effective on December 31, 2014.

6. With the merger, the existence of CareAll, Inc., a Tennessee corporation, will be extinguished.

7. Upon the merger, CareAll, LLC, a Tennessee limited liability company, as the surviving entity, shall assume the contracts, liabilities, and other obligations of CareAll, Inc., a Tennessee corporation, and thereafter shall possess all rights, privileges, immunities, assets, property, debts, liabilities and choses in action of the merging limited liability company without the necessity of any other formal documentation except as may be required by law.

8. Immediately following the merger, the Members of CareAll, LLC, a Tennessee limited liability company, shall sign and file a Certificate of Merger in the offices of the Secretary of State of the State of Tennessee and with such governmental agencies as required by the State of Tennessee.

Dated effective as of the 31st day of December, 2014.

CAREALL, INC.
A TENNESSEE CORPORATION

By: Wm T Ramsey
William T. Ramsey, President

December 31, 2014
Date

SHAREHOLDERS

The James W. Carell 2007 Dynasty Trust dated August 15, 2007

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

December 31, 2014
Date

The James W. Carell 2007 Education Trust dated October 12, 2007

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

December 31, 2014
Date

_____
James M. Carell

December 31, 2014
Date

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8. Immediately following the merger, the Members of CareAll, LLC, a Tennessee limited liability company, shall sign and file a Certificate of Merger in the offices of the Secretary of State of the State of Tennessee and with such governmental agencies as required by the State of Tennessee.

Dated effective as of the 31st day of December, 2014.

CAREALL, INC.
A TENNESSEE CORPORATION

By: _____ December 31, 2014
William T. Ramsey, President Date

SHAREHOLDERS

The James W. Carell 2007 Dynasty Trust dated August 15, 2007

By: _____ December 31, 2014
William T. Ramsey, Special Trustee Date

The James W. Carell 2007 Education Trust dated October 12, 2007

By: _____ December 31, 2014
William T. Ramsey, Special Trustee Date

James M. Carell _____ December 31, 2014
James M. Carell Date

DIRECTORS

Wm T Ramsey
William T. Ramsey, Director — December 31, 2014 Date

Christine Ann Palmer, Director — December 31, 2014 Date

Travis Anderson, Director — December 31, 2014 Date

CAREALL, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

By: Wm T Ramsey
William T. Ramsey, President — December 31, 2014 Date

MEMBERS AND HOLDERS

The James W. Carell 2007 Dynasty Trust date August 15, 2007

By: Wm T Ramsey
William T. Ramsey, Special Trustee — December 31, 2014 Date

CareAll, Inc.

By: Wm T Ramsey
William T. Ramsey, President — December 31, 2014 Date

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DIRECTORS

_____ December 31, 2014
William T. Ramsey, Director Date

_____ December 31, 2014
Christine Ann Palmer, Director Date

_____ December 31, 2014
Travis Anderson, Director Date

CAREALL, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

By: _____ December 31, 2014
William T. Ramsey, President Date

MEMBERS AND HOLDERS

The James W. Carell 2007 Dynasty Trust date August 15, 2007

By: _____ December 31, 2014
William T. Ramsey, Special Trustee Date

CareAll, Inc.

By: _____ December 31, 2014
William T. Ramsey, President Date

DIRECTORS

_____ December 31, 2014
William T. Ramsey, Director Date

Christine Ann Palmer
_____ December 31, 2014
Christine Ann Palmer, Director Date

_____ December 31, 2014
Travis Anderson, Director Date

CAREALL, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

By: _____ December 31, 2014
William T. Ramsey, President Date

MEMBERS AND HOLDERS

The James W. Carell 2007 Dynasty Trust date August 15, 2007

By: _____ December 31, 2014
William T. Ramsey, Special Trustee Date

CareAll, Inc.

By: _____ December 31, 2014
William T. Ramsey, President Date

JOINT CONSENT MEETING
OF THE STOCKHOLDERS AND DIRECTORS OF
CAREALL, INC.

Pursuant to the provisions of Article VI of the Corporation's By-Laws, T.C.A. § 48-17-104 (stockholders) and T.C.A. § 48-18-202 (directors), a joint meeting of the stockholders and directors of the Corporation was held as of December 31, 2014.

The following resolution was passed and affirmed:

RESOLVED, that the attached Agreement of Merger has been approved.

The foregoing resolution is approved and effective as of the day and year first above written.

CAREALL, INC.
A TENNESSEE CORPORATION

SHAREHOLDERS:

The James W. Carell 2007 Dynasty Trust dated August 15, 2007

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

The James W. Carell 2007 Education Trust dated October 12, 2007

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

_____
James M. Carell

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JOINT CONSENT MEETING
OF THE STOCKHOLDERS AND DIRECTORS OF
CAREALL, INC.

Pursuant to the provisions of Article VI of the Corporation's By-Laws, T.C.A. § 48-17-104 (stockholders) and T.C.A. § 48-18-202 (directors), a joint meeting of the stockholders and directors of the Corporation was held as of December 31, 2014.

The following resolution was passed and affirmed:

RESOLVED, that the attached Agreement of Merger has been approved.

The foregoing resolution is approved and effective as of the day and year first above written.

CAREALL, INC.
A TENNESSEE CORPORATION

SHAREHOLDERS:

The James W. Carell 2007 Dynasty Trust dated August 15, 2007

By:_____
William T. Ramsey, Special Trustee

The James W. Carell 2007 Education Trust dated October 12, 2007

By:_____
William T. Ramsey, Special Trustee

James M. Carell

DIRECTORS:

Wm T Ramsey

William T. Ramsey, Director

Christine Ann Palmer

Christine Ann Palmer, Director

Travis Anderson, Director

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DIRECTORS:

William T. Ramsey, Director

Christine Ann Palmer, Director

Travis Anderson, Director

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CAREALL, LLC

WRITTEN CONSENT ACTION OF THE MEMBERS AND HOLDERS

Pursuant to the provisions of the Tennessee Revised Limited Liability Company Act (the "Act") and the Operating Agreement of CareAll, LLC, a Tennessee limited liability company (the "Company"), the undersigned, constituting all of the Member and Holders of the Company, hereby take the following action described herein by written consent on and effective as of the date hereof, consent being evidenced by the signature of the Members and Holders hereto:

BE IT HEREBY RESOLVED, that the attached Agreement of Merger has been adopted by the Members and Holders.

Effective as of the 31st day of December, 2014.

The James W. Carell 2007 Dynasty Trust date August 15, 2007

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

December 31, 2014
Date

CareAll, Inc.

By: Wm T Ramsey
William T. Ramsey, President

December 31, 2014
Date

FILED

ARTICLES OF MERGER OF

CAREALL, INC.
A Tennessee For-Profit Corporation

INTO

CAREALL, LLC
A Tennessee Limited Liability Company

The undersigned surviving limited liability company, CareAll, LLC (the "Company"), submits this Articles of Merger and states that:

1. CareAll, Inc., a Tennessee corporation, was organized as a Tennessee corporation on August 5, 2002.

2. CareAll, LLC, a Tennessee limited liability company, was formed as a Tennessee limited liability company on November 17, 2006, Tennessee Secretary of State Control Number 534544.

3. The parties have approved and executed an Agreement of Merger that provides for the merger of CareAll, Inc., a Tennessee corporation, into CareAll, LLC, a Tennessee limited liability company, which will be the surviving entity, and was approved as required.

4. The street address and zip code of the principal executive office of the Company is 326 Welch Road, Nashville, Tennessee 37211-3710. The county in which the principal executive office is located is Davidson County.

5. The merger is effective upon December 31, 2014.

6. The Agreement of Merger is on file at the place of business of CareAll, LLC, a Tennessee limited liability company, located at 326 Welch Road, Nashville, Tennessee 37211-3710.

7. A copy of the Agreement of Merger will be furnished by CareAll, LLC, a Tennessee limited liability company, on request and without cost, to any member or holder of CareAll, LLC, a Tennessee limited liability company or to any shareholder of CareAll, Inc., a Tennessee corporation.

Received by Tennessee Secretary of State Tre Hargett

21

Dated effective as of the 31st day of December, 2014

CAREALL, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

By: Wm T Ramsey
William T. Ramsey, President

December 31, 2014
Date

B0034-9296 01/21/2015 1:58 PM Received by Tennessee Secretary of State Tre Hargett

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

CAREALL, LLC
326 WELCH RD
NASHVILLE, TN 37211-3710

January 21, 2015

Control # 534544 Effective Date: 01/21/2015

Document Receipt

Receipt # : 1790081	Filing Fee:	$100.00
Payment-Check/MO - HOWARD MOBLEY HAYES & GONTAREK, PLLC, NASHVILLE		$100.00

ACKNOWLEDGMENT OF MERGER

CAREALL, INC. (TENNESSEE) (Qualified Non-survivor)

merged into **CAREALL, LLC (TENNESSEE) (Qualified Survivor)**

This will acknowledge the filing of the attached Articles of Merger with an effective date as indicated above.

When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

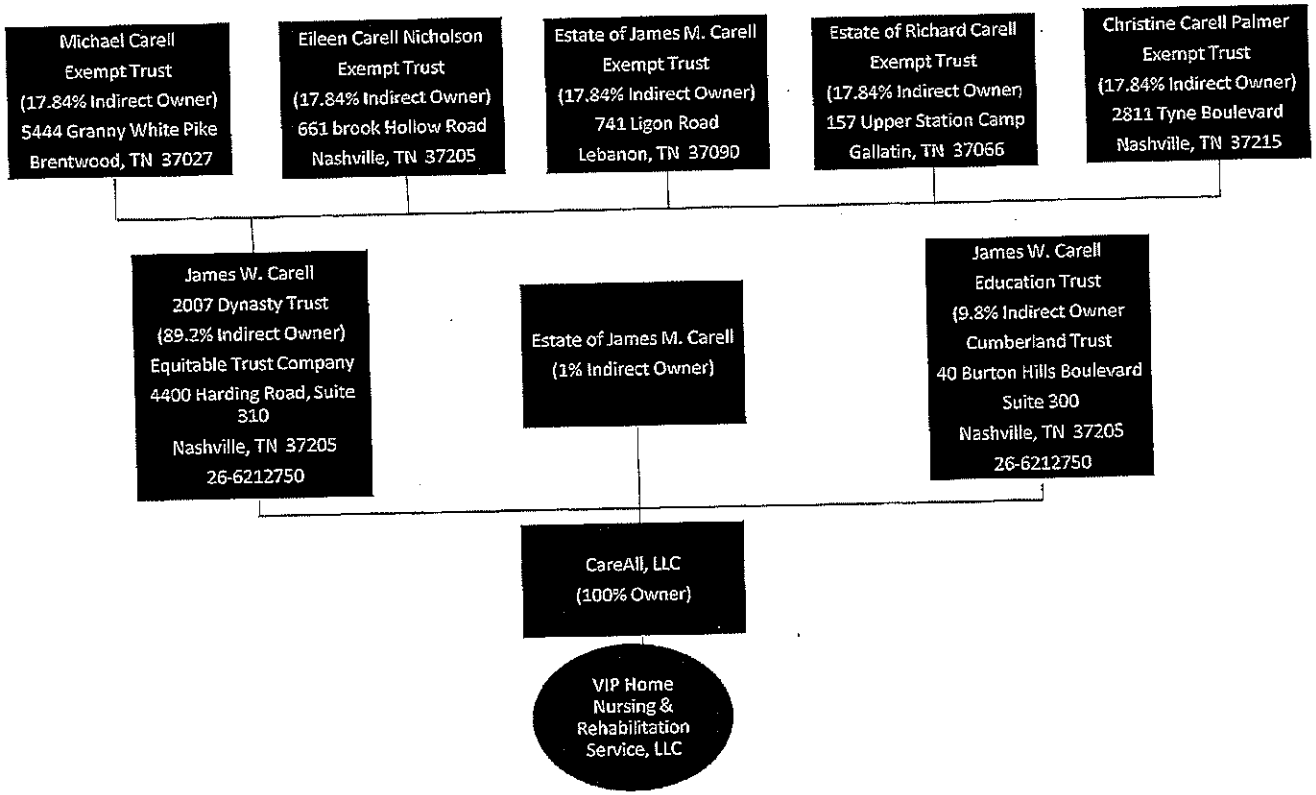
Processed By: Carol Dickerson

BILL GARRETT, Davidson County
Trans:T20150006077 CHARTER
Recvd: 01/26/15 10:21 3 pgs
Fees:7.00 Taxes:0.00
20150126-0007188

83

Section A, Applicant Profile, item 4

Ownership Structure for
VIP Home Nursing & Rehabilitation Service, LLC
FEIN: 32-0188410



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: RWH
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)

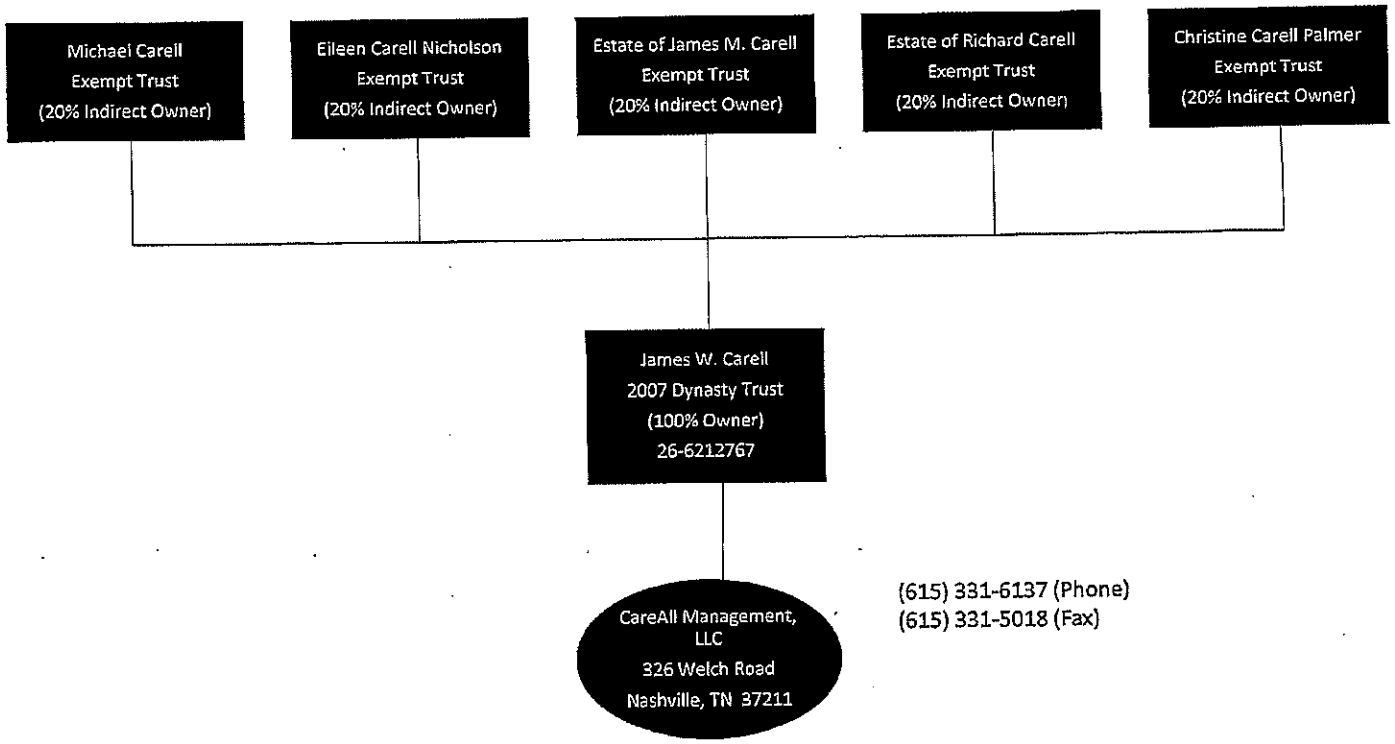
Management Fees.

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, item 5



(615) 331-6137 (Phone)
(615) 331-5018 (Fax)

Section A: Applicant Profile, item 6 Current lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE") IS MADE AND ENTERED INTO THIS 1ST DAY OF OCTOBER, 2014 (THE "EFFECTIVE DATE") BY AND JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS "LANDLORD"), AND CARE-ALL, INC. (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:	2811 TYNE BLVD. NASHVILLE, TN 37215
(B) TENANT'S ADDRESS:	326 WELCH DRIVE. NASHVILLE, TN 37211
(C) TENANT:	CARE-ALL, INC.
(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:	3369 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, TOGETHER WITH ANY PROPERLY EXERCISED RENEWAL OPTIONS.

(H) RENT COMMENCEMENT DATE: 1ST DAY OF OCTOBER, 2014.

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

YEAR 1: OCT 1, 2014-SEPT 30, 2015	$35,375.50 PER YR. / $ 2,947.88 PER MO.
YEAR 2: OCT 1, 2015-SEPT 30, 2016	$36,789.48 PER YR. / $ 3,065.79 PER MO.
YEAR 3: OCT 1, 2016-SEPT 30, 2017	$38,261.06 PER YR. / $ 3,188.42 PER MO.

CAP
LANDLORD INITIALS

WTR
TENANT INITIALS

RENEWAL TERM 1:

YEAR 4: OCT 1, 2017-SEPT 30, 2018	$39,791.50 PER YR. / $ 3,315.96 PER MO.
YEAR 5: OCT 1, 2017-SEPT 30, 2018	$41,383.16 PER YR. / $ 3,448.60 PER MO.
YEAR 6: OCT 1, 2018-SEPT 30, 2019	$43,038.49 PER YR. / $ 3,586.54 PER MO.

RENEWAL TERM 2:

YEAR 7: OCT 1, 2019-SEPT 30, 2020	$44,760.03 PER YR. / $ 3,730.00 PER MO.
YEAR 8: OCT 1, 2020-SEPT 30, 2021	$46,550.43 PER YR. / $ 3,879.20 PER MO.
YEAR 9: OCT 1, 2021-SEPT 30, 2022	$48,412.45 PER YR. / $ 4,034.37 PER MO.

(J)ADDITIONAL RENT: COMMON AREA MAINTENANCE COSTS, LANDLORD'S OPERATING EXPENSES (DEFINED IN SECTION 2 OF THE GENERAL PROVISIONS), PUBLIC UTILITIES EXPENSES FOR THE PREMISES (SPECIFICALLY EXCLUDING UTILITIES FOR THE INTERIOR RENTABLE SPACE THAT IS TO BE SETUP AND MAINTAINED BY THE TENANT), AD VALOREM REAL ESTATE TAXES, NON-AD VALOREM ASSESSMENTS, PROPERTY AND CASUALTY INSURANCE AS WELL AS ANY AND ALL OTHER AMOUNTS SET FORTH IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 2 OF THE GENERAL PROVISIONS.

(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 TAX.ES AS MAY BE IMPOSED FROM TIME TO TIME WITH RESPECT TO ANY OBLIGATIONS UNDER THIS LEASE.

(M)SECURITY DEPOSIT: 2 MONTHS BASE RENT ($5895.75)

(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 ITS SOLE DISCRETION.

(O)TENANT'S PROPORTIONATE SHARE: THIRTY AND SEVENTEEN ONE-HUNDREDTHS PERCENT (30.17%)

(P)RULES AND REGULATIONS: SET FORTH IN EXHIBIT B TO THIS LEASE.

(Q)GUARANTY: (NONE) ATTACHED EXHIBIT D (IF APPLICABLE)

(R)IMPROVEMENT BUILD-OUT:(NONE) ATTACHED EXHIBIT E (IF

CAP
LANDLORD INITIALS

WIR
TENANT INITIALS

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 COMMEND ON THE EFFECTIVE DATE AND SHALL CONTINUE THROUGH SEPTEMBER 30, 2017.

(C)RENEWAL OPTION. TENANT SHALL HAVE THE OPTION UPON NOTICE GIVEN TO LANDLORD AT LEAST NINE (9) MONTHS PRIOR TO THE EXPIRATION OF THE TERM TO RENEW THIS LEASE FOR TWO (2) ADDITIONAL TERMS OF THREE (3) YEARS ON THE SAME TERMS AND CONDITIONS HEREIN SET FORTH. FAILURE TO TIMELY EXERCISE ITS OPTION SHALL BE DEEMED A WAIVER BY TENANT OF ITS OPTION TO EXTEND. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, TENANT SHALL NOT BE ENTITLED TO EXERCISE THE RENEWAL OPTION IF IT IS IN DEFAULT UNDER THE LEASE AT THE TIME THE RENEWAL OPTION IS EXERCISED. IF TENANT EXERCISES THIS OPTION THEN THE BASE RENT SHALL BE AS SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE. ANY SUCH RENEWAL TERM SHALL BE INCLUDED IN THE DEFINITION OF THE "TERM" AS USED IN THIS LEASE.

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 1ST DAY OF OCTOBER, 2014 AND WILL BE $1,031.51 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

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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

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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 INWHICH 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 FIVE THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND SEVENTY-FIVE CENTS ($5,895.75) (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,

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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. CONDITTON 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

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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

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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,

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(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 ELEC1RICAL 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

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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 ITS 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).

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(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,

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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

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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

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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

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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

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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

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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

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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. INTENTIONALLY LEFT BLANK

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 - PERSONAL GUARANTY.

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(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: Christine A Palmer
SIGNATURE

NAME: Christine A. Palmer
PRINT NAME HERE

TITLE: Secretary / treasure

DATE: 10/23/14

TENANT:
CARE-ALL INC.
A TENNESSEE CORPORATION

BY: Wm T Ramsey
SIGNATURE

NAME: William T. Ramsey
PRINT NAME HERE

TITLE: Wm T Ramsey

DATE: 10/21/14

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[NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF TENNESSEE
COUNTY OF Williamson

BEFORE ME, Ann Monsor, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED CHRISTINE A. PALMER WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO, UPON OATH, ACKNOWLEDGED HER SELF TO BE THE SECRETARY (TITLE) OF **JWC FAMILY, LLC**, THE WITHIN NAMED BARGAINOR, A TENNESSEE LIMITED LIABILITY COMPANY, AND THE S HE AS SUCH SECRETARY (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 HER SELF AS SUCH SECRETARY.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE 23 DAY OF OCTOBER, 2014.

Ann E Monsor
NOTARY PUBLIC

ANN MONSOR STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES: 9/19/18

STATE OF TENNESSEE
COUNTY OF Williamson

BEFORE ME, Ann Monsor, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, PERSONALLY APPEARED William T. Ramsey 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 Board Chair (TITLE) OF Care-All Inc. (TENANT), THE WITHIN NAMED BARGAINOR, A Tennessee COMPANY, AND THE HE AS SUCH Board Chair (TITLE), BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE Tennessee COMPANY BY HIM SELF AS SUCH Board Chair.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE 21 DAY OF OCTOBER, 2014.

Ann E Monsor
NOTARY PUBLIC

ANN MONSOR STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES: 9/19/18

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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 _____, 2014.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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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.

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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

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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.

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EXHIBIT "C" – DESCRIPTION OF PREMISES

PREMISES FOR THIS LEASE INCLUDE THE FOLLOWING SUITES AND SQUARE FOOTAGE ASSOCIATED WITH THOSE SUITES:

SUITE 101: 1164 SQUARE FEET
SUITE 102: 1103 SQUARE FEET
SUITE 103: 1102 SQUARE FEET

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EXHIBIT "D" – GUARANTY AGREEMENT

IN CONSIDERATION OF THAT CERTAIN LEASE BETWEEN JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY ("LANDLORD") AND _____ ("TENANT") DATED THE ____ DAY OF _____, 2014, (SAID LEASE, AS HEREAFTER SUPPLEMENTED, AMENDED, RESTATED, RENEWED, EXTENDED, REPLACED OR MODIFIED, IS REFERRED TO AS THE "LEASE"), AND TO INDUCE LANDLORD TO ENTER INTO THE LEASE, AND IN FURTHER CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE UNDERSIGNED (COLLECTIVELY, "GUARANTORS"), EACH ON BEHALF OF HIMSELF AND HERSELF AND HIS OR HER RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, DOES HEREBY UNCONDITIONALLY, JOINTLY AND SEVERALLY GUARANTEE TO LANDLORD, ITS SUCCESSORS AND ASSIGNS, THE FULL AND FAITHFUL PERFORMANCE AND OBSERVANCE BY TENANT, ITS SUCCESSORS AND ASSIGNS, OF ALL THE TERMS, COVENANTS, CONDITIONS AND AGREEMENTS OF THE LEASE INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL RENT AND OTHER SUMS DUE UNDER THE LEASE. GUARANTORS JOINTLY AND SEVERALLY AGREE AND COVENANT WITH LANDLORD AS FOLLOWS:

(A) THAT GUARANTORS HEREBY UNCONDITIONALLY, ABSOLUTELY, IRREVOCABLY, JOINTLY AND SEVERALLY GUARANTEE TO LANDLORD THE FULL, PROMPT AND PUNCTUAL PAYMENT OF ANY AND ALL RENT AND OTHER AMOUNTS THAT MAY BE OR BECOME DUE TO LANDLORD FROM TIME TO TIME UNDER THE LEASE AND WILL TIMELY, COMPLETELY AND TRULY PERFORM AN OF THE TERMS AND COVENANTS IN THE LEASE TO BE PERFORMED OR TO BE PAID BY TENANT THEREUNDER AND, IN ADDITION, WILL PAY ALL DAMAGES, CLAIMS, LIABILITIES, COSTS AND EXPENSES THAT MAY ARISE IN CONSEQUENCE OF A DEFAULT UNDER THE LEASE, INCLUDING ALL REASONABLE ATTORNEYS' FEES AND OTHER COSTS THAT MAY BE INCURRED BY LANDLORD IN ENFORCING TENANT'S COVENANTS AND AGREEMENTS SET FORTH IN THE LEASE, OR IN ENFORCING THE COVENANTS AND AGREEMENTS OF THE UNDERSIGNED HEREIN, ALL WITHOUT REQUIRING NOTICE FROM LANDLORD OF ANY SUCH DEFAULT;

(B) THAT GUARANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, COSTS AND EXPENSES THAT MAY ARISE IN CONSEQUENCE OF A DEFAULT UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO PAY RENT TO LANDLORD;

(C) THAT, THIS IS A GUARANTY OF PAYMENT AND NOT OF COLLECTION;

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(D) THAT, AT THE OPTION OF LANDLORD, GUARANTORS MAY BE JOINED IN ANY ACTION OR PROCEEDINGS COMMENCED BY LANDLORD AGAINST TENANT IN CONNECTION WITH OR BASED UPON THE LEASE OR ANY PROVISION THEREOF; AND THAT RECOVERY MAY BE HAD AGAINST THE UNDERSIGNED JOINTLY, SEVERALLY AND IN THE ALTERNATIVE WITH OTHER PARTIES, IN ANY SUCH ACTION OR PROCEEDING, OR IN ANY INDEPENDENT ACTION OR PROCEEDING AGAINST GUARANTORS WITHOUT ANY REQUIREMENT THAT LANDLORD OR ITS RESPECTIVE SUCCESSORS OR ASSIGNS FIRST ASSERT, PROSECUTE OR EXHAUST ANY REMEDY OR CLAIM AGAINST TENANT, ITS SUCCESSORS OR ASSIGNS; ALL TO THE EFFECT THAT THE LIABILITY OF GUARANTORS HEREUNDER SHALL BE DEEMED JOINT AND SEVERAL;

(E) THAT, EACH DEFAULT UNDER THE LEASE SHALL GIVE RISE TO A SEPARATE CAUSE OF ACTION, AND SEPARATE SUITS MAY BE BROUGHT HEREUNDER AS EACH CAUSE OF ACTION ARISES;

(F) THAT, IN THE EVENT OF ANY BANKRUPTCY, LIQUIDATION, REORGANIZATION, WINDING-UP, OR SIMILAR PROCEEDING WITH RESPECT TO TENANT, NO LIMITATION ON TENANT'S LIABILITY UNDER THE LEASE WHICH MAY NOW OR HEREAFTER BE IMPOSED BY ANY FEDERAL, STATE OR OTHER STATUTE, LAW OR REGULATION APPLICABLE TO SUCH PROCEEDINGS SHALL IN ANY WAY LIMIT GUARANTORS' OBLIGATIONS HEREUNDER, WHICH OBLIGATIONS ARE COEXTENSIVE WITH TENANT'S LIABILITY AS SET FORTH IN THE LEASE, WITHOUT REGARD TO ANY SUCH STATUTORY LIMITATION; AND IF AT ANY TIME ALL OR ANY PART OF ANY PAYMENT APPLIED BY LANDLORD TO ANY OF TENANT'S LIABILITIES IS RESCINDED OR RETURNED BY LANDLORD FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE INSOLVENCY BANKRUPTCY, LIQUIDATION OR REORGANIZATION OF ANY OTHER PARTY), SUCH LIABILITIES SHALL, FOR THE PURPOSES OF THIS GUARANTY AGREEMENT, BE DEEMED TO HAVE CONTINUED IN EXISTENCE TO THE EXTENT OF SUCH PAYMENT, NOTWITHSTANDING SUCH APPLICATION BY LANDLORD, AND THIS GUARANTY AGREEMENT SHALL CONTINUE TO BE EFFECTIVE OR BE REINSTATED, AS THE CASE MAY BE, AS TO SUCH LIABILITIES IN ADDITION TO ANY LEGAL FEES INCURRED BY LANDLORD ASSOCIATED THEREWITH, ALL AS THOUGH SUCH APPLICATION BY LANDLORD HAD NOT BEEN MADE;

(G) THAT THIS CONTINUING GUARANTY IS ABSOLUTE, PRESENT AND UNCONDITIONAL AND SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL EXTEND TO ANY RENEWAL, EXTENSION, INDULGENCE, MODIFICATION OR AMENDMENT OF THE LEASE, TO ANY TENANT HOLDOVER PERIOD AND TO ANY ASSIGNMENT, SUBLETTING OR OTHER TRANSFER OF TENANT'S INTEREST UNDER THE LEASE, WHETHER OR NOT GUARANTORS CONSENTED THERETO AND REGARDLESS OF THE MATERIALITY THEREOF;

(H) THAT, WITHOUT AFFECTING, MODIFYING, ALTERING, RELEASING OR LIMITING THE LIABILITY OF GUARANTORS OR ANY OTHER PERSON LIABLE OR

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WHO MAY BECOME LIABLE UNDER THE LEASE, OR WHO MAY HAVE ASSUMED OR GUARANTEED THE LEASE, THE FOLLOWING ACTIONS MAY BE TAKEN BY LANDLORD WITHOUT FURTHER NOTICE TO OR CONSENT OF GUARANTORS, EITHER BEFORE OR AFTER A DEFAULT: (I) ANY ONE OR MORE PARTIES LIABLE UNDER THE LEASE OR WHO MAY HAVE GUARANTEED THE LEASE MAY BE RELEASED; (II) LANDLORD MAY FAIL TO ACT WITH DILIGENCE OR MAY DELAY IN THE COLLECTION OF THE RENT OR IN THE ENFORCEMENT OF THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE; AND (III) NO ACTION IN SEEKING THE CONSENT OF GUARANTORS OF ANY ACTIONS OR MODIFICATIONS OF THE LEASE SHALL BE DEEMED A WAIVER OF LANDLORD'S RIGHT TO TAKE SUCH ACTIONS WITHOUT NOTICE TO GUARANTORS;

(I) THAT THE VALIDITY OF THIS GUARANTY AGREEMENT AND THE OBLIGATIONS OF GUARANTORS HEREUNDER SHALL IN NO WAY BE TERMINATED, LIMITED, DIMINISHED, AFFECTED OR IMPAIRED BY REASON OF ANY ACTION WHICH LANDLORD MIGHT TAKE OR BE FORCED TO TAKE AGAINST TENANT, OR BY REASON OF ANY WAIVER OF OR FAILURE TO ENFORCE ANY OF THE RIGHTS OR REMEDIES RESERVED TO LANDLORD IN THE LEASE, AT LAW, IN EQUITY OR OTHERWISE, OR BY THE REPOSSESSION BY LANDLORD OF THE PREMISES LEASED TO TENANT PURSUANT TO THE LEASE (THE "LEASED PREMISES") OR BY REASON OF ANY DEFENSE, RIGHT OF SETOFF OR CLAIM WHICH TENANT OR GUARANTORS MAY HAVE AGAINST LANDLORD;

(J) THAT THE OBLIGATIONS OF GUARANTORS, IF MORE THAN ONE PARTY, ARE JOINT AND SEVERAL AND SHALL BE FULLY VALID AND BINDING AS AGAINST EACH SIGNATORY HERETO INDIVIDUALLY WHETHER OR NOT ANY OTHER PARTY OR PARTIES HERETO HAVE EXECUTED THIS GUARANTY AGREEMENT, IT BEING SPECIFICALLY UNDERSTOOD THAT SUCH SIGNATURES ARE NOT MUTUALLY DEPENDENT;

(K) THAT, THE INTEREST OF LANDLORD UNDER THIS GUARANTY AGREEMENT MAY BE ASSIGNED BY IT, BY WAY OF SECURITY OR OTHERWISE, WITH OR WITHOUT NOTICE TO GUARANTORS;

(L) THAT, GUARANTORS WAIVE NOTICE OF THE ACCEPTANCE OF THIS GUARANTY AGREEMENT AND OF ANY AND ALL DEFAULTS UNDER THE LEASE, AND WAIVES ANY RIGHT TO REQUIRE THAT ANY ACTION BE BROUGHT AGAINST TENANT OR AGAINST ANY OTHER SECURITY FOR THE LEASE;

(M) THAT GUARANTOR WAIVE NOTICE OF ANY AND ALL OTHER NOTICES OR DEMANDS WHICH MAY BE GIVEN BY LANDLORD TO TENANT, WHETHER OR NOT REQUIRED TO BE GIVEN TO TENANT UNDER THIS LEASE;

(N) THAT, WITH RESPECT TO PAYMENTS MADE BY GUARANTORS HEREUNDER, GUARANTORS SHALL NOT HAVE ANY RIGHTS BASED ON SURETYSHIP, SUBROGATION, OR OTHERWISE TO STAND IN THE PLACE OF THE LANDLORD AS TO COMPETE WITH LANDLORD AS A CREDITOR OF TENANT, AND GUARANTORS HEREBY WAIVE ALL SUCH RIGHTS TO THE FULLEST EXTENT

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PERMITTED BY LAW;

(O) ANY INDEBTEDNESS OF TENANT TO GUARANTORS (THE "SUBORDINATED DEBT") NOW OR HEREAFTER EXISTING IS HEREBY SUBORDINATED TO THE LIABILITIES OF GUARANTORS TO LANDLORD HEREUNDER AND UNTIL THE FULL AND FINAL UNAVOIDABLE PAYMENT OF ALL SUCH LIABILITIES, GUARANTORS SHALL NOT SEEK, ACCEPT OR RETAIN FOR GUARANTORS' ACCOUNT, DIRECTLY OR INDIRECTLY, ANY PAYMENT FROM TENANT ON ACCOUNT OF ANY SUBORDINATED DEBT, AND PAYMENTS TO GUARANTORS ON ACCOUNT OF THE SUBORDINATED DEBT SHALL BE COLLECTED AND RECEIVED BY GUARANTORS IN TRUST FOR LANDLORD AND SHALL BE PAID OVER TO LANDLORD FOLLOWING DEFAULT ON ACCOUNT OF SUCH LIABILITIES WITHOUT IMPAIRING OR RELEASING THE OBLIGATIONS OF GUARANTORS HEREUNDER;

(P) GUARANTORS HEREBY SUBMIT TO THE PERSONAL JURISDICTION IN THE STATE WHERE THE LEASED PREMISES ARE LOCATED FOR THE ENFORCEMENT OF THIS GUARANTY AGREEMENT, AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES TO OBJECT TO JURISDICTION WITHIN THE STATE WHERE THE LEASED PREMISES ARE LOCATED FOR THE PURPOSES OF LITIGATION TO ENFORCE THIS GUARANTY AGREEMENT. GUARANTORS AGREE AND CONSENT THAT IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED BY APPLICABLE LAW, ALL SUCH SERVICE OF PROCESS AND ANY SUIT, ACTION, OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GUARANTORS AT GUARANTORS' ADDRESS, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT THEREOF; PROVIDED, HOWEVER, THAT IF GUARANTORS SHALL REFUSE TO ACCEPT DELIVERY THEREOF OR IF THE NOTICE IS UNCLAIMED, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED;

(Q) IF ANY TERM OR PROVISION OF THIS GUARANTY AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, SHALL BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS GUARANTY AGREEMENT, OR THE APPLICATION OF SUCH TERM OR PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY, AND EACH TERM AND PROVISION OF THIS GUARANTY AGREEMENT SHALL BE VALID AND ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW;

(R) ANY ACT OF LANDLORD, OR OF THE SUCCESSORS OR ASSIGNS OF LANDLORD, CONSISTING OF A WAIVER OF ANY OF THE TERMS OR CONDITIONS OF THE LEASE, OR THE GIVING OF ANY CONSENT TO ANY MANNER OR THING RELATING TO THE LEASE, OR THE GRANTING OF ANY INDULGENCES OR EXTENSIONS OF TIME TO TENANT, MAY BE DONE WITHOUT NOTICE TO GUARANTOR AND WITHOUT RELEASING THE OBLIGATIONS OF GUARANTORS HEREUNDER;

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(S) THE OBLIGATIONS OF GUARANTORS HEREUNDER SHALL NOT BE RELEASED BY LANDLORD'S RECEIPT, APPLICATION OR RELEASE OF SECURITY GIVEN FOR THE PERFORMANCE AND OBSERVANCE OF COVENANTS AND CONDITIONS IN THE LEASE CONTAINED ON TENANT'S PART TO BE PERFORMED OR OBSERVED;

(T) THAT THIS GUARANTY AGREEMENT MAY NOT BE CHANGED, MODIFIED, DISCHARGED OR TERMINATED ORALLY OR IN ANY MANNER OTHER THAN BY AN AGREEMENT IN WRITING SIGNED BY GUARANTORS AND LANDLORD;

(U) THAT IN ANY ACTION OR PROCEEDING BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY AGREEMENT OR TIIE LEASE, GUARANTORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY. GUARANTORS ACKNOWLEDGE THAT THIS WAIVER IS GIVEN KNOWINGLY AND INTELLIGENTLY WITH THE FULL KNOWLEDGE AND UNDERSTANDING THAT ANY LEGAL ACTION BROUGHT WILL BE DECIDED BY A JUDGE AS OPPOSED TO A JURY; AND

(V) THAT GUARANTORS HEREBY CERTIFY THAT EACH HAS READ THE LEASE AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED THEREIN. THE USE OF THE SINGULAR HEREIN SHALL INCLUDE THE PLURAL. EACH TERM USED IN THIS GUARANTY AGREEMENT, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE SAME MEANING AS WHEN USED IN THE LEASE. THIS GUARANTY AGREEMENT SHALL BE CONSTRUED, AND ALL DISPUTES, CLAIMS, AND QUESTIONS ARISING HEREUNDER SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE WITHIN WHICH THE LEASED PREMISES IS LOCATED.

OBLIGATIONS OF THE GUARANTORS HEREUNDER FOR THE PAYMENT OF RENT SHALL NOT EXCEED THE SUM OF $100,000. THE LIMITATION SHALL APPLY ONLY TO THE PAYMENTS OF RENT AND NOT TO ANY OTHER DAMAGES, CHARGES, COSTS, OR OTHER FINANCIAL OBLIGATIONS THAT MAY ARISE UNDER THE LEASE. THE MAXIMUM AMOUNT OF THE OBLIGATIONS OF THE GUARANTORS HEREUNDER SHALL BE REDUCED ON A DOLLAR FOR DOLLAR BASIS WITH PAYMENTS OF RENT RECEIVED BY THE LANDLORD. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UPON TENANT'S PAYMENT OF RENT FOR EIGHTEEN (18) MONTHS, THIS GUARANTY AGREEMENT SHALL BECOME NULL AND VOID AND SHALL BE OF NO FURTHER FORCE AND EFFECT.

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS GUARANTY AGREEMENT TO BE EXECUTED AS OF THE _____ DAY OF _____, 2014.

_____

_____

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, THE WITHIN NAMED BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL AT OFFICE, ON THIS ____ DAY OF _____, 2014.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, THE WITHIN NAMED BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL AT OFFICE, ON THIS ____ DAY OF _____, 2014.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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Section A: Applicant profile
item 6
Lease after move of Maxlife to suite 103

ASSIGNMENT OF LEASE BY LESSEE WITH CONSENT OF LESSOR

This Assignment of Lease (the "Agreement") is made and effective August 1st, 2016

BETWEEN: **Care-All Inc.** (the "Assignor"), a Corporation organized and existing under the laws of the State of Tennessee, with its head office located at:

326 Welch Drive
Nashville, TN 37211

AND: **VIP Home Nursing and Rehabilitation, LLC** (the "Assignee"), a Limited Liability Company organized and existing under the laws of the State of Tennessee, with its head office located at:

4015 Travis Drive Suite 102
Nashville, TN 37211

1. ASSIGNMENT OF LEASE

For value received, Assignor assigns and transfers to Assignee that lease, dated October 1st, 2014, executed by assignor as Tenant and by **JWC Family, LLC** as Landlord, of the following described premises:

Suites 101, 102, and 103 of 4015 Travis Drive, Nashville, TN 37211.

together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from August 1st, 2016 until the present term of the lease expires unless extended as per the terms of the lease.

A copy of the lease is attached hereto and made a part hereof by reference.

2. ASSIGNOR WARRANTIES AND REPRESENTATION

Assignor covenants that it is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

3. CONSENT OF LANDLORD

The Landlord named in the above assignment of that lease dated October 1st, 2014, wishes to consent to this Assignment. The Landlord also consents to the agreement by Assignee to assume after August 1st, 2016, the payment of rent and performance of all duties and obligations as set forth in the lease, and

releases Assignor from all duties and obligations under the lease, including the payment of rent, after August 1st, 2016, and accept Assignee as lessee in the place of Assignor.

4. BINDING AGREEMENT

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR
Care-All Inc.

_____
Authorized Signature

_____
Print Name and Title

ASSIGNEE
VIP Home Nursing and Rehabilitation, LLC

_____
Authorized Signature

_____
Print Name and Title

LANDLORD
JWC Family, LLC

_____
Authorized Signature

_____
Print Name and Title

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE") IS MADE AND ENTERED INTO THIS 1ST DAY OF JULY, 2016 (THE "EFFECTIVE DATE") BY AND JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS "LANDLORD"), AND VIP HOME NURSING AND REHABILITATION, 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:	4015 TRAVIS DRIVE. SUITE 102 NASHVILLE, TN 37211
(C) TENANT:	VIP HOME NURSING AND REHABILITATION, 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:	2267 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, TOGETHER WITH ANY PROPERLY EXERCISED RENEWAL OPTIONS.

(H) RENT COMMENCEMENT DATE: 1ST DAY OF NOVEMBER, 2016.

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

YEAR 1: NOV 1, 2016-OCT 31, 2017	$ 25,730.45 PER YR. / $2,144.20 PER MO.
YEAR 2: NOV 1, 2017-OCT 31, 2018	$ 26,773.27 PER YR. / $2,231.11 PER MO.
YEAR 3: NOV 1, 2018-OCT 31, 2019	$ 27,838.76 PER YR. / $2,319.90 PER MO.

_____ LANDLORD INITIALS

_____ TENANT INITIALS

RENEWAL TERM 1:

YEAR 4: NOV 1, 2019-OCT 31, 2020	$ 29,972.26 PER YR. / $2,414.36 PER MO.
YEAR 5: OCT 1, 2020-OCT 31, 2021	$ 30,128.43 PER YR. / $2,510.70 PER MO.
YEAR 6: OCT 1, 2021-OCT 31, 2022	$ 31,329.94 PER YR. / $2,610.83 PER MO.

(J)ADDITIONAL RENT: COMMON AREA MAINTENANCE COSTS, LANDLORD'S OPERATING EXPENSES (DEFINED IN SECTION 2 OF THE GENERAL PROVISIONS), PUBLIC UTILITIES EXPENSES FOR THE PREMISES (SPECIFICALLY EXCLUDING UTILITIES FOR THE INTERIOR RENTABLE SPACE THAT IS TO BE SETUP AND MAINTAINED BY THE TENANT), AD VALOREM REAL ESTATE TAXES, NON-AD VALOREM ASSESSMENTS, PROPERTY AND CASUALTY INSURANCE AS WELL AS ANY AND ALL OTHER AMOUNTS SET FORTH IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 2 OF THE GENERAL PROVISIONS.

(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 ITS SOLE DISCRETION.

(O)TENANT'S PROPORTIONATE SHARE:	TWENTY AND THIRTY ONE-HUNDREDTHS PERCENT (20.30%)
(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 EFFECTIVE DATE AND SHALL CONTINUE THROUGH OCTOBER 31, 2019.

(C)RENEWAL OPTION. TENANT SHALL HAVE THE OPTION UPON NOTICE GIVEN TO LANDLORD AT LEAST NINE (9) MONTHS PRIOR TO THE EXPIRATION OF THE TERM TO RENEW THIS LEASE FOR TWO (1) ADDITIONAL TERMS OF THREE (3) YEARS ON THE SAME TERMS AND CONDITIONS HEREIN SET FORTH. FAILURE TO TIMELY EXERCISE ITS OPTION SHALL BE DEEMED A WAIVER BY TENANT OF ITS OPTION TO EXTEND. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, TENANT SHALL NOT BE ENTITLED TO EXERCISE THE RENEWAL OPTION IF IT IS IN DEFAULT UNDER THE LEASE AT THE TIME THE RENEWAL OPTION IS EXERCISED. IF TENANT EXERCISES THIS OPTION THEN THE BASE RENT SHALL BE AS SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE. ANY SUCH RENEWAL TERM SHALL BE INCLUDED IN THE DEFINITION OF THE "TERM" AS USED IN THIS LEASE.

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 1ST DAY OF NOVEMBER, 2016 AND WILL BE $693.32 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 INWHICH 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 ONE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND NINETY-TWO CENTS ($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 ELEC1RICAL 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 its 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 SHA11 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 - PERSONAL GUARANTY (IF 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 INITIALS

_____ TENANT INITIALS

LANDLORD:
JWC FAMILY, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE

NAME: _____
PRINT NAME HERE

TITLE: _____

DATE: _____

TENANT:
VIP HOME NURSING AND REHABILITATION, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE

NAME: _____
PRINT NAME HERE

TITLE: _____

DATE: _____

[*NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE*]

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___.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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___.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

_____ _____
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___.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

_____ 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.

_____ LANDLORD INITIALS

_____ TENANT INITIALS

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.

_____ LANDLORD INITIALS

_____ TENANT INITIALS

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 springtype 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:

SUITES 101 AND 102: 2267 SQUARE FEET

LANDLORD INITIALS

TENANT INITIALS

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.

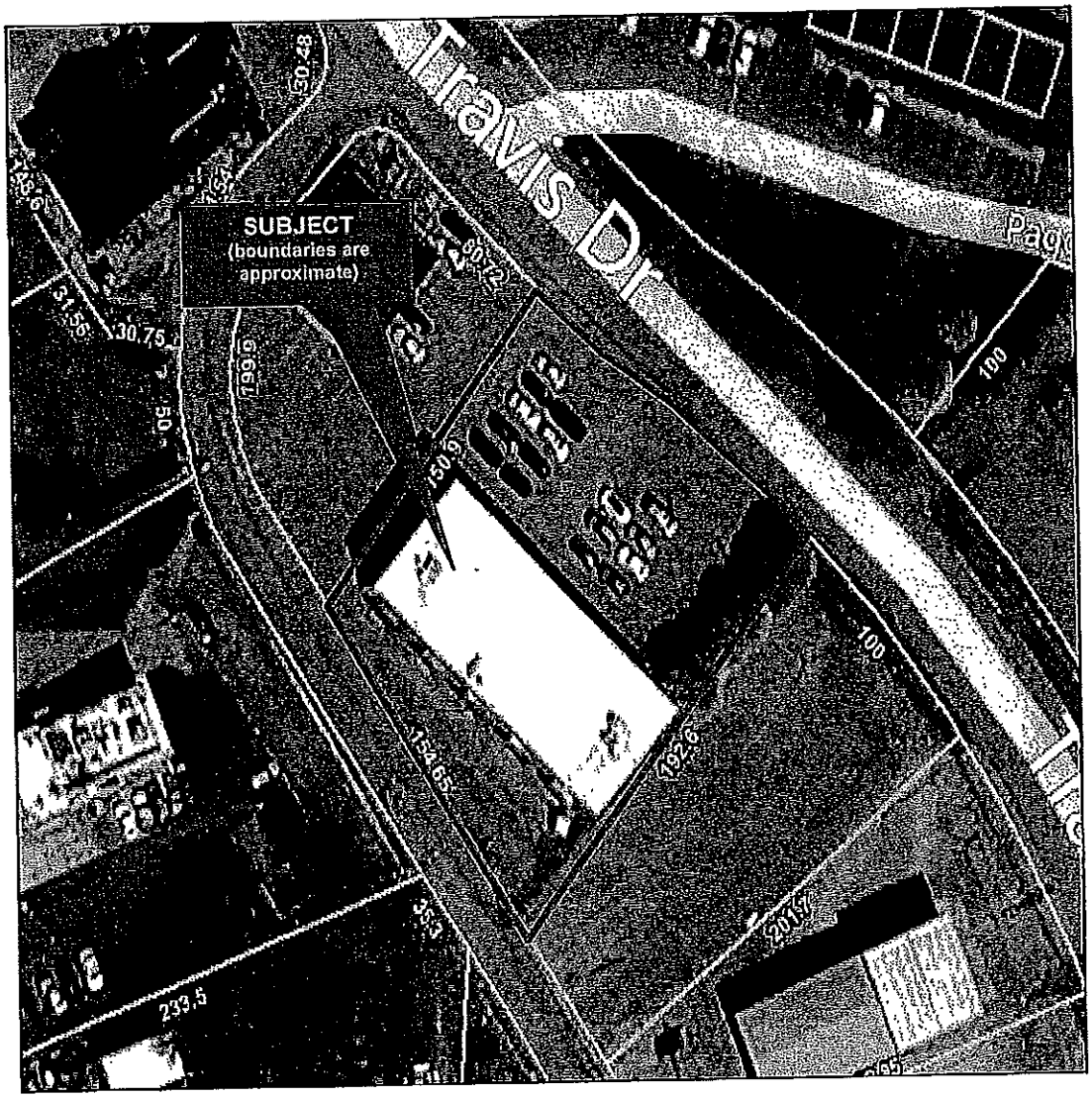
Sincerely,

Christine A. Palmer

Christine A. Palmer

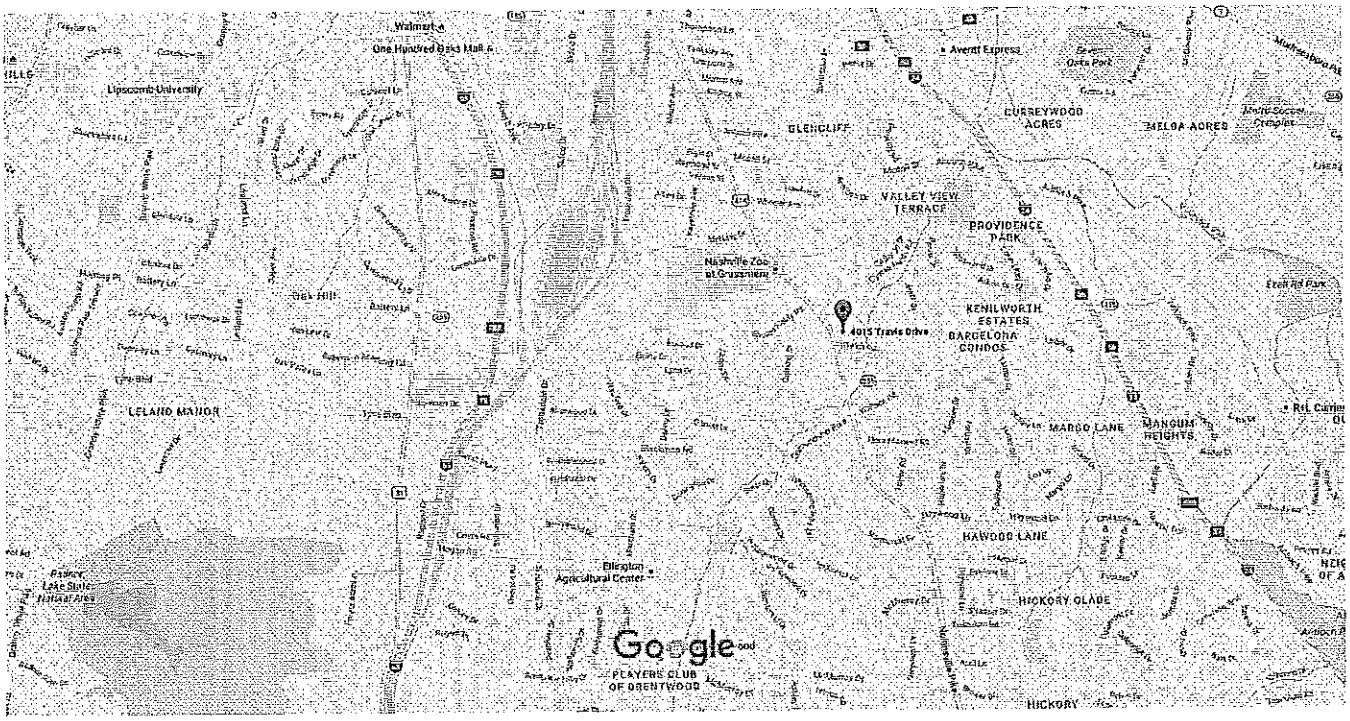
Section B, Project description, item 3.A.

AERIAL PHOTOGRAPH



Section B, project description, item 3, B.

Google Maps 4015 Travis Dr

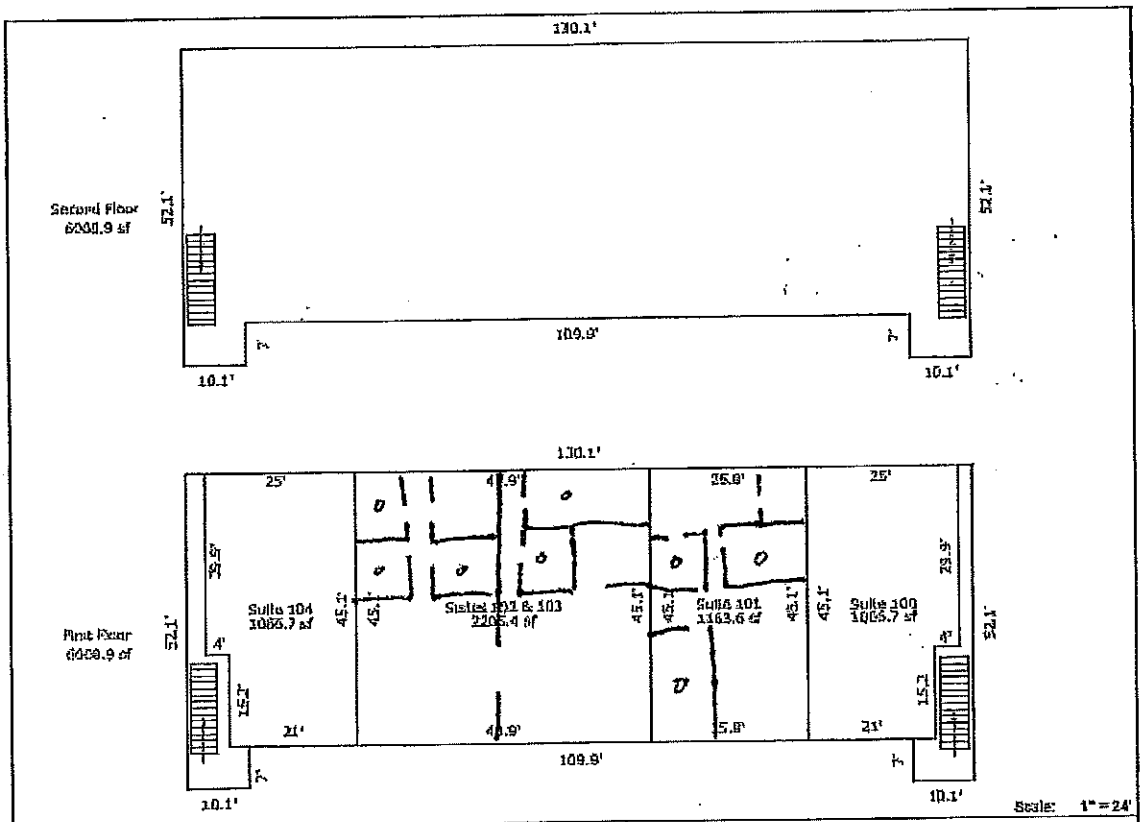


Map data ©2016 Google 2000 ft

4015 Travis Dr
Nashville, TN 37211

Section B, Project Description
item 4

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

Section C: Need, item 1a.
Criteria 8
Section C: Contribution to the Orderly Development of HealthCare, 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.

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 1
a. 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 Dates:

The CSDD is specially 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)	Ō 0	Ō 1	Ō 2	
2. Sadness (sad expression, sad voice, tearfulness)	Ō 0	Ō 1	Ō 2	
3. Lack of reactivity to pleasant events	Ō 0	Ō 1	Ō 2	
4. Irritability (easily annoyed, short tempered)	Ō 0	Ō 1	Ō 2	
Behavioral Disturbance				
5. Agitation (restlessness, handwringing, hairpulling)	Ō 0	Ō 1	Ō 2	
6. Retardation (slow movements, slow speech, slow reactions)	Ō 0	Ō 1	Ō 2	
7. Multiple physical complaints (score 0 if GI symptoms only)	Ō 0	Ō 1	Ō 2	
8. Loss of interest (less involved in usual activities; score only if change occurred acutely, that is, in less than one month)	Ō 0	Ō 1	Ō 2	
Physical Signs				
9. Appetite loss (eating less than usual)	Ō 0	Ō 1	Ō 2	
10. Weight loss (score 2 if greater than 5 lb in one month)	Ō 0	Ō 1	Ō 2	
11. Lack of energy (fatigues easily, unable to sustain activities; score only if change occurred acutely, that is, in less than one month	Ō 0	Ō 1	Ō 2	
Cyclic Functions				
12. Diurnal variation of mood symptoms worse in the morning	Ō 0	Ō 1	Ō 2	
13. Difficulty falling asleep later than usual for the resident	Ō 0	Ō 1	Ō 2	
14. Multiple awakening during sleep	Ō 0	Ō 1	Ō 2	
15. Early morning awakening earlier than usual for this individual	Ō 0	Ō 1	Ō 2	
Ideational Disturbance				
16. Suicide (feels life is not worth living, has suicidal wishes, or makes suicide attempt)	Ō 0	Ō 1	Ō 2	
17. Poor self-esteem (self-blame, self-depreciation, feelings of failure)	Ō 0	Ō 1	Ō 2	
18. Pessimism (anticipation of the worst)	Ō 0	Ō 1	Ō 2	
19. Mood-congruent delusions (delusions of poverty, illness, or loss)	Ō 0	Ō 1	Ō 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	a	0	1	2
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	a	0	1	2
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	a	0	1	2
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	a	0	1	2
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:

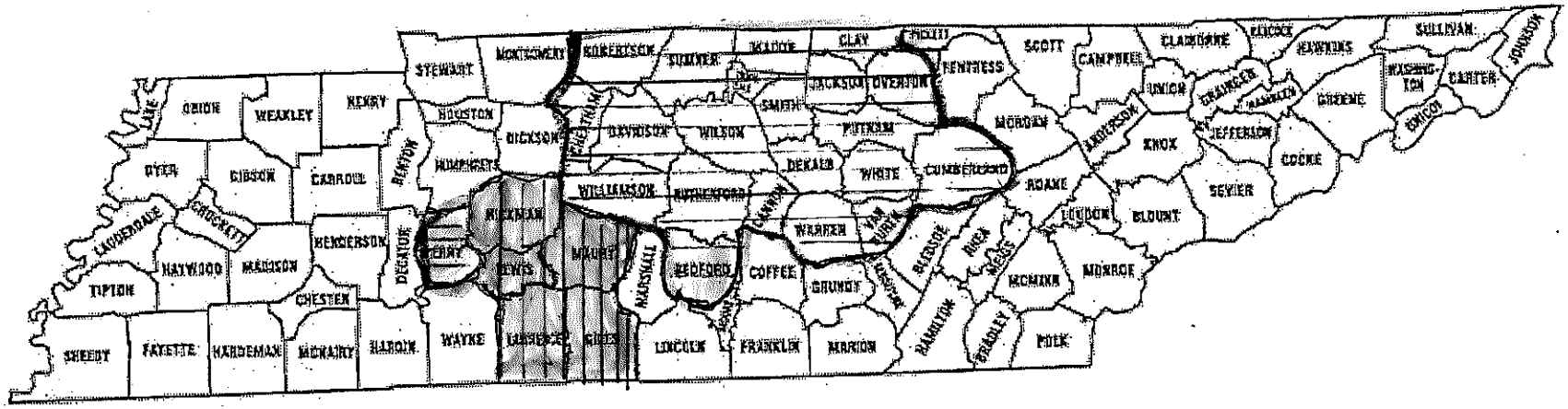
The in-service training or continuing education programs available shall be based on identified needs such as changes in care/service(s) including new therapy modalities, equipment and/or new programs. In-service or continuing education programs shall also be based on the staff's need for knowledge.

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.



proposed county area

current service area

Section C, Need, item 3

Section C: Economic Feasibility, item 2

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 applications to remove the following counties: Hickman, Maury, Lewis, Giles, Lawrence and Wayne from our MaxLife At Home of Tennessee, LLC CON and move them to our VIP Home Nursing and Rehabilitation Service, LLC CON will be from cash reserves. I attest that VIP Home Nursing and Rehabilitation Service, LLC has sufficient cash reserves to fund this project.

Sincerely,

Rick W. Hartwig, CEO
CareAll, LLC

Section C: Economic Feasibility, item 4

VIP Home Nursing + Rehabilitation Services 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	232,184 Hrs. / 36,107 Visits	119,676 Hrs. / 11,695 Visits	87,046 Hrs. / 12,570 Visits
B. Revenue from Services to Patients			
1. Inpatient Services	$	$	$
2. Outpatient Services	8,766,615	4,959,223	3,506,808
3. Emergency Services			
4. Other Operating Revenue (Specify)			
Gross Operating Revenue	$8,766,615	$4,959,223	$3,506,808
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	$91,317	$508,116	$259,969
2. Provision for Charity Care			
3. Provisions for Bad Debt	337,741	222,645	(164,599)
Total Deductions	$429,058	$730,761	$95,370
NET OPERATING REVENUE	$8,337,557	$4,228,462	$3,411,438
D. Operating Expenses			
1. Salaries and Wages	$4,534,068	$2,909,426	$2,769,877
2. Physician's Salaries and Wages			
3. Supplies	108,587	75,263	62,579
4. Taxes	428,505	248,607	255,595
5. Depreciation	23,761	11,736	10,379
6. Rent	104,800	75,238	80,903
7. Interest, other than Capital	13,056	5912	48,375
8. Management Fees:			
a. Fees to Affiliates	2,069,927	996,603	437,643
b. Fees to Non-Affiliates			
9. Other Expenses (Specify)	1,444,457	1,091,646	1,259,420
Total Operating Expenses	$8,727,161	$5,414,431	$4,824,771
E. Other Revenue (Expenses) – Net (Specify)	$23,045	$(250,659)	$(154,098)
NET OPERATING INCOME (LOSS)	$(366,559)	$(1,436,628)	$(1,567,431)
F. Capital Expenditures			
1. Retirement of Principal	$	$	$
2. Interest			
Total Capital Expenditures	$ Ø	$ Ø	$ Ø
NET OPERATING INCOME (LOSS) LESS CAPITAL EXPENDITURES	$(366,559)	$(1,436,628)	$(1,567,431)

VIP Home Nursing + Rehabilitation Services 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	128,747 Hrs. / 34,968 visits	134,614 Hrs. / 39,432 visits
B.	Revenue from Services to Patients		
	1. Inpatient Services	$	$
	2. Outpatient Services	5,764,193	6,279,812
	3. Emergency Services		
	4. Other Operating Revenue (Specify)		
	Gross Operating Revenue	$5,764,193	$6,279,812
C.	Deductions from Gross Operating Revenue		
	1. Contractual Adjustments	$57,642	$62,798
	2. Provision for Charity Care		
	3. Provisions for Bad Debt	54,257	59,254
	Total Deductions	$111,899	$122,052
NET OPERATING REVENUE		$5,652,294	$6,157,760
D.	Operating Expenses		
	1. Salaries and Wages	$3,586,744	$3,837,219
	2. Physician's Salaries and Wages		
	3. Supplies	78,628	84,663
	4. Taxes	268,904	290,372
	5. Depreciation		
	6. Rent	45,929	45,929
	7. Interest, other than Capital		
	8. Management Fees:		
	a. Fees to Affiliates	771,080	851,303
	b. Fees to Non-Affiliates		
	9. Other Expenses (Specify)	702,164	709,923
	Total Operating Expenses	$5,453,449	$5,819,409
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		$198,845	$338,351

VIP Home Nursing + Rehabilitation Services LLC

HISTORICAL DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2013	Year 2014	Year 2015
1. Auto + Mileage	$ 228,150	$ 130,815	$ 170,779
2. Employee Benefits	317,473	186,646	230,333
3. Insurance	44,396	47,140	44,742
4. Phone + Utilities	67,881	64,191	58,453
5. Advertising + Marketing	201,368	202,865	212,221
6. Compliance + Training	135,773	223,578	289,967
7. Other Administrative	449,416	236,411	252,925
Total Other Expenses	$ 1,444,457	$ 1,091,646	$ 1,259,420
Other Revenue (Expense)			
Interest Income	23,045	9,436	1,363
Gain (Loss) on Asset Disposal	–	(811)	8894
Debt Forgiveness Income	–	2,046,227	–
Legal Settlement	–	(2,305,511)	(164,355)
	23,045	(250,659)	(154,098)

PROJECTED DATA CHART-OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2017	Year 2018
1. Auto + Mileage	$ 92,717	$ 100,040
2. Employee Benefits	84,297	84,736
3. Insurance	38,043	38,043
4. Phone + Utilities	48,789	48,789
5. Advertising + Marketing	211,513	211,513
6. Compliance + Training	118,957	118,957
7. Other Administrative	107,848	107,845
Total Other Expenses	$ 702,164	$ 709,923

Section C: Economic Feasibility, item 10

VIP HOME NURSING & REHABILITATION
BALANCE SHEET

	JUNE 30, 2016
ASSETS	
Current Assets	
Cash	73,666
Accounts Receivable - Trade	416,105
Accounts Receivable - Other	20
Allowance for Bad Debts	(144,409)
Prepaid Expenses	43,388
Total Current Assets	388,770
Fixed Assets	
Vehicles, Equipment, Computer Hardware	149,460
Less: Accum Depreciation	(137,653)
Total Fixed Assets	11,807
Other Assets	715
Total Assets	**401,292**
LIABILITIES	
Current Liabilities	
Accounts Payable	7,363
Interest Payable - JWC Estate (Settlement)	78,474
Deferred Revenue	35,513
Other Current Liabilities	133,350
Accrued PTO	60,568
Due to Intercompany (Careall LLC)	526,332
Due to CareAll Management, LLC	2,500,580
Total Current Liabilities	3,342,180
Long Term Liabilities	
Notes Payable - JWC Estate (Settlement)	806,249
Management Fees Payable	5,401,424
Total Long Term Liabilities	6,207,673
Total Liabilities	9,549,853
EQUITY	
Retained Earnings - Current Year	(709,714)
Retained Earnings - Prior	(9,410,424)
Paid-in-Capital	970,577
Common Stock	1,000
Total Equity	(9,148,561)
Total Liabilities and Equity	**401,292**

VIP HOME NURSING & REHABILITATION
INCOME STATEMENT

	JAN 1 - JUNE 30, 2016
OPERATING REVENUE:	
COMMERCIAL INSURANCE	262,066
MEDICARE A	568,795
HOME HEALTH TENNCARE	24,166
PRIVATE DUTY (TENNCARE)	766,446
PRIVATE DUTY (COMM INS)	755
PRIVATE DUTY (PRIVATE PAY)	2,704
SITTER REVENUE	158,542
MEDICARE/TENNCARE REV. ADJ.	(205,488)
TOTAL OPERATING REVENUE	1,577,986
DIRECT LABOR COST:	
HOME HEALTH AGENCIES:	
SALARIES	503,795
FICA/WORKERS COMP	55,028
MILEAGE	51,136
GROUP HEALTH/PTO	49,818
TOTAL HOME HEALTH AGENCIES	659,777
PRIVATE DUTY:	
SALARIES	546,183
FICA/WORKERS COMP	65,503
MILEAGE	15,079
GROUP HEALTH/PTO	28,074
TOTAL PRIVATE DUTY	654,839
TOTAL DIRECT LABOR COST	1,314,616
CMS SUPPLY PURCHASES	16,570
PLANT OPERATIONS:	
PLANT OPERATIONS - RENT	40,484
PLANT OPERATIONS - UTILITIES	8,671
TOTAL PLANT OPERATIONS	49,155
ADMINISTRATIVE PAYROLL:	
SALARIES - ADMINISTRATOR	39,892
SALARIES - DIRECTOR	6,588
SALARIES - BILLING COORD/AUTH SPEC.	34,496
SALARIES - OFFICE	217,391
BONUS - REFERRAL/NON-MGT	683
PAYROLL TAXES - G&A	27,132
TOTAL ADMINISTRATIVE PAYROLL	326,182

VIP HOME NURSING & REHABILITATION
INCOME STATEMENT

	JAN 1 - JUNE 30, 2016
ADMINISTRATIVE - OTHER:	
MANAGEMENT FEES	236,283
WORKERS COMPENSATION-G&A	1,734
VESTED PTO-G&A	20,474
GROUP INSURANCE-G&A	31,702
OTHER BENEFITS (STD, LIFE)	5,650
STORAGE/MOVING FEES	4,256
SEMINAR/BOOK EXPENSE	601
ADVERTISING/MARKETING	100,264
EMPLOYEE ADS/RECRUITING	12,160
BACKGROUND INVESTIGATIONS	994
COMPLIANCE/QA/CODING/TRAINING	133,760
EXPENDABLE EQUIPMENT	662
TELEPHONE/INTERNET	19,117
DIRECTORY LISTING	1,022
POSTAGE	1,468
PRINTING & DUPLICATION	4,956
OFFICE SUPPLIES	16,395
MEDICAL CONSULTING FEES	6,000
LEGAL/ACCOUNTING FEES	54,801
SOFTWARE SUPPORT	17,951
DUES & SUBSCRIPTIONS	2,095
MEALS/LODGING/ENTERTAINMENT	3,379
MAINT/REPAIR/SERV. AGREEMENTS	2,689
TAXES & LICENSES	1,087
PROF/LIABILITY INSURANCE	18,952
VEHICLE INSURANCE	2,192
BAD DEBTS	(219,804)
FUEL/AUTO/MILEAGE EXPENSE	16,779
TOTAL OTHER ADMINISTRATIVE	497,619
TOTAL OPERATING EXPENSES	2,204,142
EBITDA	**(626,156)**
INTEREST INCOME	186
INTEREST EXPENSE	24,187
DEPRECIATION	5,732
HATCHER LAWSUIT SETTLEMENT	53,825
NET INCOME (LOSS)	**(709,714)**

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:*
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

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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:

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		

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	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: Severity index for diagnosis of diabetes ± 2 **M1020/M1022**			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: Diagnoses are present that could contribute to unstable glucose **M1020/M1022**		
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**		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Glucose monitoring performed as indicated			Glucose monitoring performed as indicated		
No evidence of unstable glucose levels at last skilled visit			No evidence of unstable glucose levels at last skilled visit		
Diabetes education provided as indicated			Diabetes education provided as indicated		
MD notified of unstable blood glucose levels			MD notified of unstable blood glucose levels		
POC and provision of care identified and addressed problems with management of diabetes			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			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			Appropriate clinical response by home care clinician if present immediately prior to emergent care		

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	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer 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: /		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:	Clinical Documentation Supporting Validity of Number of Pressure Ulcers (M1308)		Recommendations for Improvement:
Terminal condition or progressive degenerative disease present at SOC/ROC			Terminal condition or progressive degenerative disease present at SOC/ROC		
SOC/ROC: Patient incontinent of urine/bowel M1610/M1615/M1620			SOC/ROC: Patient incontinent of urine/bowel M1610/M1615/M1620		
SOC/ROC: Patient was chair fast or bedfast M1860			SOC/ROC: Patient was chair fast or bedfast M1860		
OASIS assessments completed by different staff/disciplines			OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Wound care performed as indicated			Wound care performed as indicated		
Patient/caregiver education regarding wound/skin care provided 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			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			Increase in number of pressure ulcers identified by home care clinician		
MD notified of increased number of pressure ulcers prior to patient discharge			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			Status of most problematic pressure ulcer was partial or full granulation at discharge M0464		

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	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:	/ /		Discharge/Transfer Date:	/ /	
ADL Status: SOC/ROC versus D/C			ADL Status: SOC/ROC versus D/C		
M1800 Grooming			**M1800** Grooming		
M1830 Bathing			**M1830** Bathing		
M1840 Toileting			**M1840** Toileting		
M1850 Transferring			**M1850** Transferring		
M1860 Ambulation			**M1860** Ambulation		
Clinical Documentation Supporting Validity of ADL Status M1800/M1830/M1840/M1850/M1860		**Recommendations for Improvement:**	**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			Terminal condition or progressive degenerative disease present at SOC/ROC		
Patient dependent in living skills prior to SOC/ROC			Patient dependent in living skills prior to SOC/ROC		
OASIS assessments completed by different staff/disciplines			OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
MD notified of progressive decline in ADL status			MD notified of progressive decline in ADL status		
MD notified of patient non-compliance with rehabilitative POC			MD notified of patient non-compliance with rehabilitative POC		
POC and care provision addressed progressive decline in ADL status			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			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			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	Identifiers		Comments
Medical Record #:			Medical Record #:		
SOC/ROC Date:	/ /		SOC/ROC Date:	/ /	
Discharge/Transfer Date:			Discharge/Transfer Date:		
M2020 Management of oral medications: SOC/ROC versus D/C	/		M2020 Management of oral medications: SOC/ROC versus D/C	/	
Clinical Documentation Supporting Validity of Management of Oral Medications (M2020)		**Recommendations for Improvement:**	**Clinical Documentation Supporting Validity of Management of Oral Medications (M2020)**		**Recommendations for Improvement:**
SOC/ROC: Progressive degenerative disease or terminal condition present			SOC/ROC: Progressive degenerative disease or terminal condition present		
D/C: Patient had impaired vision (M1200)			D/C: Patient had impaired vision (M1200)		
D/C: Patient had memory deficit (M1740)			D/C: Patient had memory deficit (M1740)		
New Medications prescribed within 30 days of discharge			New Medications prescribed within 30 days of discharge		
OASIS assessments completed by different staff/disciplines			OASIS assessments completed by different staff/disciplines		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Medication teaching, including preparations and administration, provided as indicated			Medication teaching, including preparations and administration, provided as indicated		
POC/care provision addressed patient's inability to self-administer oral medications			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			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			MD notified of patient's inability to self-administer oral medications prior to planned discharge		
Oral medication administration performed by caregiver at D/C			Oral medication administration performed by caregiver at D/C		

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	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 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:**	**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: Patient had a Stage 3 or 4 pressure ulcer (M1308)		
SOC/ROC: Assistance required with oral medications (M2020)			SOC/ROC: Assistance required with oral medications (M2020)		
Clinical documentation confirms that patient discharged to home			Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Caregiver taught and successfully demonstrated medication administration or wound care as indicated			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			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			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			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 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**	**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 Discharge Disposition (M2420), Assisting Person (M2100), Ambulation/Locomotion (M1860) and Toileting (M1840)		**Recommendations for Improvement:**	**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 received assistance from family, friends or neighbors **(M2100)**		
SOC/ROC: Patient was totally dependent in toileting **(M1840)**			SOC/ROC: Patient was totally dependent in toileting **(M1840)**		
SOC/ROC: Patient was chairfast/bedfast **(M1860)**			SOC/ROC: Patient was chairfast/bedfast **(M1860)**		
Clinical documentation confirms that patient discharged to home			Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Caregiver taught and successfully demonstrated provision of personal care			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			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			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			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	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 Discharge Disposition (M2420), Assisting Person (M2100), and Behaviors Demonstrated (M1740)		**Recommendations for Improvement:**	**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 received assistance from family, friends, or neighbors (M2100)		
SOC/ROC: Patient demonstrated at least one behavioral problem (M1740)			SOC/ROC: Patient demonstrated at least one behavioral problem (M1740)		
Clinical documentation confirms that patient discharged to home			Clinical documentation confirms that patient discharged to home		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Caregiver taught and successfully demonstrated provision of care for patient with behavioral problem			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			If planned discharge, discharge planning included actions to prepare caregiver to care for patient after discharge		
Patient referred for psychiatric nursing services if indicated			Patient referred for psychiatric nursing services if indicated		
MD notified of patient's behavioral problems prior to D/C			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			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 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**	**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 Discharge Disposition (M2420) with an unhealed Stage II Pressure Ulcer		**Recommendations for Improvement:**	**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: Did patient have at least one unhealed stage II pressure ulcer **(M1306)**		
SOC/ROC: Current # of unhealed stage II pressure ulcers **(M1308)**			SOC/ROC: Current # of unhealed stage II pressure ulcers **(M1308)**		
Clinical documentation confirms patient was discharged to home **(M2420)**			Clinical documentation confirms patient was discharged to home **(M2420)**		
Appropriateness of Care Provision			**Appropriateness of Care Provision**		
Caregiver taught and successfully demonstrated provision of care for patient with unhealed stage II pressure ulcer			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			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			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			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.

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				

2

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:				

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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

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

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				

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Additional Comments

6

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.

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.

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.

Section C: Contribution to the orderly Development of Health Care, item 4

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 7 a.

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. 0000000295

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

VIP HOME NURSING & REHABILITATION SERVICE, LLC *to conduct and maintain a*

Home Care Organization CAREALL

Located at 4015 TRAVIS DRIVE, SUITE 102, NASHVILLE

County of DAVIDSON *, Tennessee.*

This license shall expire APRIL 11 , 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 22ND *day of* FEBRUARY , 2016 .

In the Distinct Category(ies) of:

HOMEMAKERS SERVICES
HOME MEDICAL EQUIPMENT
MEDICAL SUPPLIES & APPLIANCES
SKILLED NURSING
PHYSICAL THERAPY
MEDICAL SOCIAL SERVICES
HOME HEALTH AID SERVICES
HOME HEALTH AGENCY
SPEECH THERAPY
OCCUPATIONAL THERAPY

By Vincent J. Davis, MPH
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By [signature]
COMMISSIONER

Section C: Contribution to the orderly development of health care, item 7, C.

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DCF012

Section C: Contribution to the orderly development of health Care, Item 7, c.

A/B MAC Jurisdiction 11

North Carolina, South Carolina, Virginia, West Virginia, home health and hospice

June 27, 2012

VIP Home Nursing and Rehabilitation Services, LLC
d/b/a CareAll HomeCare Services
Attention: James W. Carell
501 Park Ave, Suite B
Lebanon, TN 37087

DCN: 12052021100033

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:	VIP Home Nursing and Rehabilitation Services, LLC
DBA:	CareAll HomeCare Services
NPI(s):	1578528923
PTAN/CCN:	447425

In addition, to revalidating the above provider number information, the following updates were completed.

- ☐ Name Change
- ☒ Structure Change : VIP Home Nursing and Rehabilitation Services, LLC
- ☐ Practice Special Payment Address
- ☒ Management Personnel Addition : Effective date 02/01/12 - Louis Vick
- ☒ Management Personnel Deletion : End date 01/31/12 - Dorothy Smith
- ☐ Telephone Number
- ☐ Fax Number
- ☐ Branch Location
- ☒ Authorized/Delegated Official : Louis Vick
- ☒ Billing Agency - CareAll management LLC, 4015 Travis Dr., Nashville TN 37211
- ☐ N/A

Change of Address and Branch/Unit Additions
Please note that this approval letter does not signify CMS's approval of the changed or new location. Only the CMS Regional Office can approve the change or addition. Written notification will be made once the approval is granted.

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,

Dale Estrada
Provider Enrollment Analyst

cc: State Survey Agency Contact: Marsha Neuenschwander

Section C: Contribution to the orderly development of Health Care, item 7.d.

TN Department of Health

April 12, 2016

Ms. Charlotte Cream, R.N., Administrator
Careall Homecare Services
4015 Travis Drive, Suite 102
Nashville, TN 37211

Provider Number: 44-7425

Dear Ms. Cream:

The East Tennessee Regional Office of Health Care Facilities conducted a recertification survey and a complaint investigation on February 23 - 25, 2016. A Health desk review was conducted on April 4, 2016. Based on the review, we are accepting your plan of correction and your facility is in compliance with all participation requirements as of April 1, 2016.

If you should have any questions, please contact the East Tennessee Regional Office at (865) 594-9396.

Sincerely,

Tamra Turberville/LKS

Tamra Turberville, R.N.
Regional Administrator
East TN Health Care Facilities

TT:cvb TN00038195

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 02/29/2016
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____	(X3) DATE SURVEY COMPLETED
	447425		02/25/2016

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	4015 TRAVIS DRIVE SUITE 102 NASHVILLE, TN 37211

(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 000	INITIAL COMMENTS A Recertification survey and investigation of complaint (#38195) were completed at Careall Homecare Services from 2/23/16 through 2/25/16. No deficiencies were cited related to complaint (#38195) under CFR Part 484, Requirements for Home Care Organizations Providing Home Health Services.	G 000		
G 165	484.18(c) CONFORMANCE WITH PHYSICIAN ORDERS Drugs and treatments are administered by agency staff only as ordered by the physician. This STANDARD is not met as evidenced by: Based on medical record review and interview, the agency failed to obtained physician orders for physical therapy for 1 patient (#9) of 12 patients reviewed. The findings included: Medical record review revealed Patient #9 was admitted to the agency on 12/1/15 with diagnoses including Pressure Ulcer of Right Buttock and Muscle Weakness. Medical record review of the physical therapy notes for Patient #9 from 1/30/16 to 2/20/16 revealed the patient was seen by physical therapy on 2/1/16; 2/3/16; 2/4/16; 2/8/16; 2/10/16; 2/11/16; 2/15/16; 2/17/16; and 2/19/16. Medical record review of the Home Health Certification and Plan of Care dated 1/30/16 to 3/29/16 revealed no physician orders for physical therapy.	G 165	Unable to locate these orders during survey, but they were found just after surveyor left. PT orders from Recert Reassment did not map correctly to plan of care due to a computer software glitch. To correct, the entire P.T. Recert Reassessment including orders & goals was sent for MD signature. Signature received on 2/10. According to our internal review, no other patients were affected or found. Ongoing monitoring will include final review of plan of care by Agency Administrator prior to completion. We are also scheduled to go live w/ new software on 5/1/16 that should resolve the	04/01/16

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: Charlotte Crean RN
TITLE: Administrator
(X6) DATE: 03/18/2016

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.

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____	(X3) DATE SURVEY COMPLETED
	447425		02/25/2016

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G 165	Continued From page 1 Interview with the administrator on 2/25/16 at 9:00 AM, in the conference area, confirmed the agency had not obtained physician orders for the physical therapy visits for Patient #9.	G 165	software issues as well.	
G 176	484.30(a) DUTIES OF THE REGISTERED NURSE The registered nurse prepares clinical and progress notes, coordinates services, informs the physician and other personnel of changes in the patient's condition and needs. This STANDARD is not met as evidenced by: Based on medical record review, observation and interview, the registered nurse failed to coordinate home health aide services to reflect physician orders for 1 patient (#9) of 5 patients who received home health aide services. The findings included: Medical record review revealed Patient #9 was admitted to the agency on 12/1/15 with diagnoses including Pressure Ulcer of the Right Buttock and Essential Hypertension. Medical record review of Patient #9's Home Health Certification and Plan of Care dated 1//30/16 to 3/29/16 revealed a physician's order to "...Notify MD (physician) if systolic (blood pressure) greater than 160 or less than 90, diastolic (blood pressure) greater than 90 or less than 58..." Medical record review of Patient #9's Home Health/Home Care - Aide Assignment Sheet	G 176	Error caused by RN completing documentation on plan of care and HHA assignment sheet at different times and did not review for consistency. HHA assignment sheet for this patient has been corrected to match plan of care. Internal audit review found no other patients affected. All field clinicians were inserviced on 3/3/16 regarding need for HHA assignment sheets to exactly match plan of care. Ongoing monitoring will include Audit review of all HHA assignment sheets by Administrator or designee. Also new software system will have hard stops for this kind of discrepancy. RN's will monitor these assignment sheets weekly.	04/04/16

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____	(X3) DATE SURVEY COMPLETED
	447425		02/25/2016

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	4015 TRAVIS DRIVE SUITE 102 NASHVILLE, TN 37211

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G 176	Continued From page 2 dated 1/26/16 revealed "...Parameters to notify care manager BP (blood pressure) less than 80/50 or greater than 160/100..." Observation of Patient #9 on 2/24/16 at 11:00 AM, in the patient's home, revealed the home health aide obtained the patient's blood pressure which was documented as 80/60. According to the Home Health/Home Care - Aide Assignment Sheet the home health aide did not need to report this blood pressure to the nurse manager in charge of the patient. However, according to the Plan of Care (physician's orders) the agency was to report blood pressures less than 90/58 or greater than 160/90. Interview with the administrator on 2/25/16 at 9:15 AM, in the conference area, confirmed Patient #9's Home Health/Home Care - Aide Assignment Sheet provided to the home health aide did not reflect the physician's orders on the Plan of Care and the patient's services were not coordinated.	G 176		
G 224	484.36(c)(1) ASSIGNMENT & DUTIES OF HOME HEALTH AIDE Written patient care instructions for the home health aide must be prepared by the registered nurse or other appropriate professional who is responsible for the supervision of the home health aide under paragraph (d) of this section. This STANDARD is not met as evidenced by: Based on medical record review, observation and interview, the agency failed to provide correct written patient care instructions for the home health aide for 1 patient (#9) of 5 patients who received home health aide services.	G 224	Error caused by RN completing documentation on Plan of Care and HHA assignment sheet at different times and did not review consistency. HHA assignment sheet has been corrected to match the plan of care. Internal audit review found no other patients affected. All field clinicians were inserviced on 3/3/16 regarding need for HHA assignment sheets to	04/01/16

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____	(X3) DATE SURVEY COMPLETED
	447425		02/25/2016

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	4015 TRAVIS DRIVE SUITE 102 NASHVILLE, TN 37211

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G 224	Continued From page 3 The findings included: Medical record review Patient #9 was admitted to the agency on 12/1/15 with diagnoses including Pressure Ulcer of the Right Buttock and Essential Hypertension. Medical record review of Patient #9's Home Health Certification and Plan of Care dated 1//30/16 to 3/29/16 revealed a physician's order to "...Notify MD (physician) if systolic (blood pressure) greater than 160 or less than 90, diastolic (blood pressure) greater than 90 or less than 58..." Medical record review of Patient #9's Home Health/Home Care - Aide Assignment Sheet dated 1/26/16 revealed "...Parameters to notify care manager BP (blood pressure) less than 80/50 or greater than 160/100..." Observation of Patient #9 on 2/24/16 at 11:00 AM, in the patient's home, revealed the home health aide obtained the patient's blood pressure which was documented as 80/60. According to the Home Health/Home Care - Aide Assignment Sheet the home health aide did not need to report this blood pressure to the nurse manager in charge of the patient. However, according to the Plan of Care (physician's orders) the agency was to report blood pressures less than 90/58 or greater than 160/90. Interview with the administrator on 2/25/16 at 9:15 AM, in the conference area, confirmed Patient #9's Home Health/Home Care - Aide Assignment Sheet was incorrect and did not reflect the physician's orders on the Plan of Care.	G 224	cont... exactly match the plan of care. Ongoing monitoring will include Audit review of all HHA assignment sheets by Administrator or designee. Also, new software system will have hard stops to prevent this kind of error. Go live date for software is 5/1/16	

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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 A. BUILDING _____ B. WING _____	(X3) DATE SURVEY COMPLETED
	447425		02/25/2016

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
CAREALL HOMECARE SERVICES	4015 TRAVIS DRIVE SUITE 102 NASHVILLE, TN 37211

(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

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION A. BUILDING: B. WING	(X3) DATE SURVEY COMPLETED
	TNH185		02/25/2016

NAME OF PROVIDER OR SUPPLIER: CAREALL HOMECARE SERVICES

STREET ADDRESS, CITY, STATE, ZIP CODE: 4015 TRAVIS DRIVE SUITE 102, NASHVILLE, TN 37211

(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 001	1200-8-26 Initial. A Licensure survey and investigation of complaint (#38195) were completed at Careall Homecare Services from 2/23/16 through 2/25/16. No deficiencies were cited under Chapter 1200-08-26 Standards for Home Care Organizations Providing Home Health Services.	H 001		

Division of Health Care Facilities
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE | TITLE | (X6) DATE

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:

VIP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services (Name of Applicant), Home Health Agency (Facility Type-Existing)

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 [PROJECT DESCRIPTION BEGINS HERE]: 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 licenced 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, 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.

HF50 (Revised 01/09/2013 – all forms prior to this date are obsolete)

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
Notary Public

PAM MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HICKMAN

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

CLASSIFIEDS

Deadline: 3 p.m. Wednesday

WANTED TO BUY

WANT TO BUY—Land and timber. Will buy just timber. 662-728-0718.
25/10tp/1858/108857

HOUSES FOR RENT

HOUSE FOR RENT—3BR, 2BA, CH/A, appliances. In Centerville. Hardwood floors, newly remodeled. References required. $600 per month, plus deposit. 615-418-2896.
31/1tp/1933/109171

APARTMENTS FOR RENT

FOR RENT—1BR apartment in Lyles. Utilities and appliances furnished, $600 per month. 931-729-9353.
31/1tc/1932

FOR RENT—1-2 bedroom, as available. Barber's Apartments, 729-3772. Terrie Wayne Barber, manager.
1/tfc/63441

HARVEST EDGE APARTMENTS—is currently accepting applications. Starting at $585 per month, includes water, sewer and trash. Call 931-670-3838 for more information, or come by the office located at 7698 Hwy. 7 in Lyles. Monday 9-5, Friday 9-5, EHO.
39/tfc/62118

FOR RENT— Efficiency apartment. 1 bathroom, stove, microwave, and fridge. Water, sewer, electric (AC & heat), & washer/dryer hookup included. Available immediately. No pets. $350 a month for one person, $400 a month for two people. References & $200 deposit required. 931-729-0768 or 931-623-0324.
28/4tc/1892

STORAGE FOR RENT

BARBER'S STORAGE—$5 and up. No deposit. Call Barber's Storage 729-3772. Visa, MC accepted. www.barberstorage.com.
38/tfc/30215

MOBILE HOMES FOR RENT

FOR RENT—Mobile home, available now, nice 2BR, new CH/A, stove and refrigerator furnished, Hwy. 100 in East Hickman area. No pets. Call 931-670-5777.
30/tfc/1911

FOR SALE

FOR SALE—1995 Chevy 1500 work truck, clean title, weak motor, $1,000. Contact 931-682-3144. Can leave message.
31/2tp/1921/109137

FOR SALE—Scrub pants, tops and jackets, med. and lg.; 2 new bar stools; dresser with mirror, chest, night stands and regular size head board. 931-729-5271.
31/1tp/1922/109143

SHOP 'TIL IT STOPS—Summer clothing is 25 cents each. Orange tag clothing is priced as marked. All wedding and formal wear is 50% off.
30/tfc/1919

CAR FOR SALE—2004 Chevrolet Aveo, 118,368 miles body tough. $1,000. Call 931-729-3210.
31/1tp/1917/109173

HUGE SUMMER CLEARANCE—New in progress. All Croc brand scrubs, $5, $10, and $15. Look for red tags throughout the store. Granny's Bargain Barn, 2176 Hwy. 100, Linden. 931-589-6300.
31/4tp/1926/109163

Emergency? Dial 911

HELP WANTED

CUSTODIAN NEEDED—In Hickman area. Must pass background and drug test. Call Debbie, 931-996-9322, between 8 and 5.
31/2tp/1931/109170

DRIVER—CDL-A, new sign-on bonus for solos and teams. paid vacation and holidays, benefits after 60 days, 100% employee owned, free retirement. We hire you to retire you. Call today. 888-543-6480.
30/2tp/1910/109125

SAINT THOMAS HICKMAN NURSING HIME—In Centerville, TN has the following opportunity available for a Registered Nurse:
FT Weekend Options, Saturday and Sunday 12 hour shifts, Premium Pay with salary range of $44,535.78 - $66,803.67 per year, in our 40 bed long term care facility. You will provide direct nursing care to residents in the long term care setting in accordance with established policies, procedures and protocols of the healthcare organization.
Interested applicants should apply at the Saint Thomas Health website at sthealth.com and go to the Careers tab. You may also call, Renee' Whaley, RN, DON at 931-729-1933 if you need assistence with the application process.
31/1tc/1927

Dave's Dozier Service
Lots cleared
Driveways cut
Underbrushing, etc.
615-207-9671

Forty-two percent of murdered women are killed by their intimate male partners. Need help? Call the Women Are Safe hotline at 729-5730.

BUSINESS SERVICES

GO TO GUY—Clean out basements, garages, yards. Painting, cleaning, yard work, almost anything. Call today 931-623-8163.
28/4tp/1884/108943

S&S SERVICES—Mowing and landscaping, leaf removal, bushhogging. Billy and Brenda Scott, Home: 931-729-4596 or Cell: 731-234-1116.
21/tfc/62838

HOME IMPROVEMENT—Remodel, repair, cabinets, counters, custom furniture, tile, floors, porches and decks. Call Billy James at 615-305-9163.
31/13tp/1924/109158/

GARAGE DOOR SALES & SERVICE—Caliber Garage Door Service will repair or replace residential and commercial garage doors and/or openers Free estimates. 729-3564.
28/tfc/47734

YARD SALES

HUGE INSIDE FLEA MARKET—Multi-families, junk or treasures. Nunnelly Community Center, Aug. 12 and 13, 8 until ? Collectibles, antiques, glassware, pictures, quilts, toys, furniture, clothing. Mens women's kid's, all sizes. $1 a box deals.
31/1tp/1923/109157

WATKINS SHOP—104 Armory St., Centerville, TN 37033. 931-623-4167. Come in and see our line of lotions, bath oils, bodybutter, body mist spray, body scrub. We can make baskets up.
31/1tp/1928/109162

Seen something suspicious in school? Call 729-3391, ext. 1234

LOST AND FOUND

FOUND—Sat., July 30. 2 young Rotweillers. Friendly, healthy. Vicinity of Church St. in Centerville. Call to identify and claim. Hickman Humane Society, 931-729-1572. Our phone team has been having trouble getting the call so for now I am using my own homenumber.
31/2nc

MR. C's on Main Street
Lobelville, TN
CLOCK & WATCH REPAIR
(931) 593-3000
BUYING GOLD & SILVER

Perry Community Hospital
Full-Time Position Available:
•MLT or MT
(Tennessee State License or Eligible)
Please send resume or contact:
Glenda Qualls, Lab. Supervisor
Perry Community Hospital,
2716 Squirrel Hollow Drive
Linden, TN 37096
931-589-2121, ext. 6902
EOE

CLICK IT OR TICKET

Position Available

Women Are Safe, Inc., a non-profit agency serving the victims of domestic violence in Hickman, Dickson, Perry and Humphreys counties, is interviewing for the position of **Court Advocate: Hickman/Perry Counties**. Job duties involve coordinating and providing legal advocacy for the victims of domestic violence in Hickman and Perry Counties. The Court Advocate will provide information and support to victims that have filed Orders of Protection, will track and record domestic violence cases and enter data into a program database in a timely manner. The Court Advocate will rotate hotline backup duty one day each week and on weekends as assigned. The ideal candidate will have some educational or work background in a social services field; a college degree is desirable but not required. Experience with the court system would be helpful. All applicants must pass a criminal background check. This is a part-time position, and salary is DOE.

Please send a resume to wastn@bellsouth.net.

HUDGINS Auctions & Realty

Farmhouse & 10 acs - Skyview Dr - $149,900

Excellent Condition - 3BR's
Road Frontage - Skyview & Defeated Creek
Barn - Workshop - Storage Bldg
10.87 acres - New Survey
931-994-7097
To View, Call Bobby McFarlin
Next LIVE Auction.... Saturday, Oct. 1st
TennesseeBid.com (931) 994-7097 Bobby McFarlin

Seen something suspicious in school? Call 729-3391, ext. 1234

PUBLIC NOTICES

Deadline: 3 p.m. Wednesday

IN THE CHANCERY/PROBATE COURT OF HICKMAN COUNTY AT CENTERVILLE, TENNESSEE
NOTICE TO CREDITORS
ESTATE OF CLAUDE LESLIE GRIGSBY

Notice is hereby given that on the 26th day of July, 2016, Letters Testamentary (or Letters of Administration) in respect to the estate of CLAUDE LESLIE GRIGSBY, who died June 21, 2016, were issued to the undersigned by Probate Court of Hickman County, Tennessee.

All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file same 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 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

(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 first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This 26th day of July, 2016
DORIS GRIGSBY
ADMINISTRATRIX
Estate of CLAUDE LESLIE GRIGSBY
ELIZABETH HARLOW, Clerk and Master
JERRY V. SMITH
300 N. Main St.
Dickson, TN 37055
Attorney
30/2tp/1913/109131

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 19, 2010, and the Deed of Trust of even date securing the same, recorded November 23, 2010, in Book No. 27, at Page 2177, in Office of the Register of Deeds for Hickman County, Tennessee, executed by Ricky L. England and Mary R. England, conveying certain property therein described to Frank B. Denton as Trustee for Mortgage Electronic Registration Systems, Inc., as nominee for Primelending, A PlainsCapital Company, 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 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:

Being a parcel of land located in the Fourteenth (14th) Civil District of Hickman County, Tennessee, bounded on the North by Mobley Ridge Road, on the East by Kinzer, on the South therein described to and West by Patterson, and more particularly described as follows: Beginning at an iron rod at a fence post corner on the Southerly margin of Mobley Ridge Road, Patterson's Northeast corner as recorded in Deed Book 29, Page 375, and Kinzer's Northwest corner as recorded in Deed Book 41, Page 174; thence along Kinzer's Westerly line with a wire fence, South 39 degrees 01 minutes West 227.00 feet to an iron rod in fence; thence along new division lines severing Patterson property of which this tract is a part of, North 61 degrees 13 minutes West 153.60 feet to an iron rod; North 23 degrees 00 minutes East 227.00 feet to an iron rod on the Southerly margin of Mobley Ridge Road, 50 feet East of a fence post; thence along said right of way with a curve to the right, having a radius of 440.74 feet, a length of 219.00 feet, a chord of South 60 degrees 34 minutes East 216.75 feet to the beginning, containing 1.00 acre, more or less, according to a survey by Boyd G. Gibbs, 106 South Public Square, Centerville, TN 37033, RLS No. 1598, dated November 22, 1993.

(Legal description revised in accordance with an Attorney's Affidavit recorded on April 25, 2016, at Book 34, Page 7636.)

ALSO KNOWN AS: 2666 She Boss Road, Duck River, TN 38454

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:

RICKY L. ENGLAND
MIDLAND FUNDING LLC
MARY R. ENGLAND

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. 313859

DATED July 28, 2016

WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTY-

(continued on page B8)

SOLUTION

A	M	E	N	D		O	T	I	C		B	E	S	T
R	O	D	E	O		R	U	D	E		R	A	P	E
M	O	D	A	L		I	T	E	M		A	R	I	A
S	T	O	R	E	H	O	U	S	E		L	I	N	K	S
				F	U	N			T	A	N	S	Y	
B	E	D	B	U	G		W	R	E	N	S			
A	T	O	L	L		D	O	O	R	S	T	O	P	S
L	U	L	U		L	O	U	S	Y		O	L	E	O
L	I	I	E	R	A	L	L	Y		T	R	I	A	L
		J	A	W	E	D		D	E	M	O	T	E	
	S	W	A	Y	S			S	O	T				
L	A	I	C		U	N	S	C	R	A	M	B	L	E
O	I	N	K		I	O	W	A		H	A	I	A	D
O	G	E	E		I	S	A	R		U	N	D	I	D
M	A	S	T		S	E	T	S		S	E	E	D	Y

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:

VP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services (Name of Applicant) — Home Health Agency (Facility Type/Business)

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 PROJECT DESCRIPTION BEGINS HERE: VP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4016 Harris 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 consolidated with the remainder of these same six counties including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the 1 "Transfer of service area and the sale/ownership of assets in terms of Transaction: DBA CareAll Home Care Services. Existing home care services will not be affected and no new services will be included or service discontinued. The project does not impact beds or care, involves no construction or capital expenditure the acquisition or notification 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, 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 / 587-2593 (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 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.

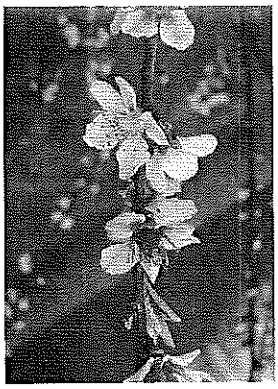
Whatever the season, some individuals are more at risk to get foodborne illness than others. Small children, elderly, pregnant women, and immune compromised individuals are all at higher risk. There is more chance of foodborne illness occurring in the summer because of the warmer temperatures. Don't 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 DBA 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 DBA 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 $25,000. 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 731-587-3996.

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)(i). (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:
Lin, Inc.
PROJECT NO.:
98301-4154-04
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

MAXXGUARD
For Info 731-927-7222
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: Maxlife at Home of Tennessee, LLC DBA 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 $18,000. 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 731-587-3996

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)(i). (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 18 YEARS
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

281

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 700 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. 22' W 172 FEET TO AN IRON PIN STAKE; THENCE WITH THE SOUTH BOUNDARY OF SAID ROAD, THENCE WITH A BLAZED LINE N 89 DEG. 00' E 222 FEET TO AN IRON STAKE IN A FENCE LINE, STORY'S WEST BOUNDARY LINE; THENCE WITH STORY S 4 DEG. 9' W 172 FEET TO AN IRON STAKE; THENCE WITH FITZHUGH S 89 DEG. W 206.5 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 260, 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 716 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 001.00

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) 254-4430
www.phillipjoneslaw.com
F16-0602
RUN: Aug 3, 10, 17 2016

0001478812

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 5, 2008, executed by SONIA WILSON, A SINGLE WOMAN, to CHARLES E. TONKIN, II, A KNOX COUNTY RESIDENT, Trustee, of record in INSTRUMENT NO.

Continued on 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, 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, 1 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. 77 ON THE PLAN OF RIVER GLEN, PHASE 2, OF RECORD AS INSTRUMENT NO. 20040224-0049156, 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 571, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH RIVER GLEN, PHASE 2 IS SUBMITTED BY DECLARATION OF SUBMISSION OF RECORD AS INSTRUMENT NO. 20040713-0083141, 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. 20081218-0121299, DATED DECEMBER 5, 2008, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THIS IS IMPROVED PROPERTY KNOWN AS 2626 RIVER MEADE WAY, NASHVILLE, TENNESSEE 37214.

MAP & PARCEL 052 13 0B 266.00

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 THE FORECLOSURE SALE, THE TOTAL 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 LAW OFFICE OF J. PHILLIP JONES. 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, AND ANY MONEY RECEIVED IN EXCESS OF THE WINNING BID WILL BE REFUNDED TO THE SUCCESSFUL PURCHASER AT THE TIME 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 on next column

Continued from last column

WAY, NASHVILLE, TENNESSEE 37214.

J. PHILLIP JONES/ JESSICA D. BINKLEY, Substitute Trustee

1800 HAYES STREET
NASHVILLE, TN 37203
(615) 254-4430
www.phillipjoneslaw.com
www.auction.com
F16-0573
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. Exit 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 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 stainless steel appliances, 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 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 sales 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, stools, upholstered chairs, wood and glass tables and tables, lamps, cabinetware, dresser with mirror, entertainment center, wall hangings, knick-knacks, mirrors, vases, totes, Weslo treadmill, drum table, armchair w/ ottoman, Magnavox flat screen TV, bed with dresser and double mirrors, chiffonier, tall 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, NAFA, # 447347 at 615-547-5601 for specific information related to financing. 5% Earnest Money Buyer's Sale Balance at Closing. Deed and Insured Title Furnished by Seller. Sale # 03816

Bobby Colson Auctioneer
www.colsonauction.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). Electronic documents at Designer's office or this Home Office. Obtain documents from Designer per instructions in Bidders. Plan Deposit must be certified or cashier's check payable to STATE OF TENNESSEE. Bidders bidding $25,000 or more must be licensed per state law. Fire persons (F&) Bid Security may be required. Non-Discrimination policy applies. Projects: Residence Center HVAC and Energy Updates, Tennessee Army National Guard, Columbia, Maury County, Tennessee; SBC Project No. 341014-01-2015. Bids Received At: William R. Snodgrass Tennessee Tower, Conference Center North, Room 3-126 (Conference Room G), 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; CMTA, Norcross, Georgia. Plan Deposit Amount: $1,000.00. Designer: OLD Engineering, Inc., 301 Industrial Boulevard, Tullahoma, Tennessee 37388; Contact: Tim Little, Phone: (931) 454-9994. 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:
Manlife of Home of Tennessee, LLC D/B/A Care All Home Care Services
owned by: Melly, 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. Manlife of 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 Manlife of Home of Tennessee, 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 $28,500.00.
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)(11). (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 drivers 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. Good communication and customer relations skills 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 20 and 34.

Apply on line for the full time night shift opening at http://bit.ly/2aTIPo4
Apply on line for the part time night and day opening at http://bit.ly/2L5Y7K
Or call 615-359-3351 or email jhudson@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 interested and knowledgeable news organizations with deep roots in 91 local communities, plus USA TODAY, the multiplatform news network informed and engaged more than 50 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 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 affiliation or veteran status.

Auctions

Auctions

AUCTION
Saturday, August 13, 2016 @ 10:00 A.M.
3700 Brickmant 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 over before 45 days from sale date. Taxes to be prorated. Title to provide 1 set abstract, title insurance will not be available due to the fact the property was purchased at a tax sale in 2014.

www.gilliumrealtyandauction.com
Wally Gilliam
Realty & Auction
Private & Auction Sales
P.O. Box 7926 • Portland, TN 37148
615-325-4597
TN LICENSE # AU-1490-0141
Announcements made day of sale take precedence over all prior advertising.

Public Notices

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 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 $235,387.
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)(11). (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.

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. CareAll intends to file in Counties of Maury, Giles, Lawrence, Lewis, Wayne and Hickman to their licensed service area of Robertson, Cheatham, Davidson, Sumner, Marion, 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 Manlife of 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)(11). (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)626-8880 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 ERO.

Commercial Property

1,000SQ.FT. RETAIL/ Office space available. Hwy. 31- Neapolis. (931)698-1760.

Houses Unfurnished

2BR C/H and a/c. Redecorated $500 Monthly also a deposit down. References needed. Call (931)988-3181.

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

SUMMER SPECIALS!
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" BECOMES 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
Licensed by the TN Dept. of Revenue MHLS# 200331

Houses Unfurnished

HOUSE FOR RENT. North Columbia. Jackson Heights Subdivision. 2/3 Bedrooms. NO PETS. $1,000 month. $1,000 deposit. (615)794-992L

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)548-2639.

Mobile Homes-Rent

FREEDOM HOME BUYERS. MOBILE Home Community. 1 and 2 BR, utilities included. Call (615)454-0195.

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: 1GNEK18K0RJ354921. 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 CARS. 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
Joao Barbosa	121
Marquitues Biggers	330
Phyllis Braden	031
Marvin Brooks	098
Les Buttrey	191
Latekha Camel	166
Kristal Cline	165
Justin Fralix	212
Gary Hannah	268
Tristen Kelly	144
Tiffany 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

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: Mally, 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

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 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:
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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. 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 Raybum
Attorney
Larry M. Roe, Jr.
Clerk & Master
Aug. 3, 10 2tp

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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 VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services currently serves the counties of Bedford, Cheatham, Davidson, Rutherford, Williamson, Wilson, Clay, Cumberland, Jackson, Overton, Putnam, Macon, Robertson, Sumner, Smith, Trousdale, Dekalb, Van Buren, Warren, White, Perry, and Cannon.
2. *The proposed service area.* **Response:** VIP proposes to add to their service area the counties of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman.
3. *A parent or primary service provided.* **Response:** The primary office is located at 4015 Travis Drive, Suite 102, Nashville, TN 37211, Davidson County
4. *Existing branches:* **Response:** The existing branches are located at 1101 Neal Street, Suite 103, Cookeville, TN 38501 in Putnam County and 12124 Highway 52 West, Suite 4, Westmoreland, TN 37186 in Sumner County.
5. *Proposed branches:* **Response:** We propose to request a branch to be located at the same location as the existing office of Maxlife at Home of Tennessee, LLC dba CareAll Home Care Services at 900 Nashville Highway, Columbia, TN 38401 in Maury County. We are also planning to relocate this office to a new location in Columbia, Maury County as of October 1, 2016 to 1121 Trotwood Avenue, Suite 7 Columbia, TN 38401.

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 -- VIP Home Nursing/D/b/a Careall Home Care Services - CN1608-028
The addition of six counties (Maury, Giles, Lawrence, Wayne, Lewis, and Hickman) to the existing 22 county (Bedford, Cheatham, Davidson, Rutherford, Williamson, Wilson, Clay, Cumberland, Jackson, Overton, Putnam, Macon, Robertson, Sumner, Smith, Trousdale, Dekalb, Van Buren, Warren, White, Perry, and Cannon Counties) licensed service area of VIP Home Nursing and Rehabilitation Services d/b/a CareAll Home Care Services located at 4015 Travis Drive, Suite 102, Nashville, TN 37211. The estimated project cost is $21,000.

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.

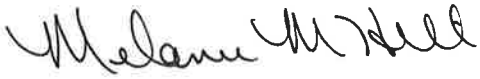
Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

(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
VIP Home Nursing/D/b/a CareAll Home Care Services – CN1608-028

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 Daily Herald, Hickman County Times, Wayne County News and The Tennessean (Name of Newspaper) which is a newspaper of general circulation in Davidson, Williamson, Rutherford, Sumner, Wilson, Robertson, Cheatham Marshall, Giles, Lawrence, and Lewis (County), Tennessee, on or before August 10, (Month / day), 20 16, (Year) for one day. Hickman County, and Wayne county

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 and Rehabilitation Service, LLC D/B/A CareAll Home Care Services (Name of Applicant) Home Health Agency (Facility Type-Existing)

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 [PROJECT DESCRIPTION BEGINS HERE]: 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 aquired with the surrender of these same six counties from the licensed service area of the sister company of Maxlife at Home of Tennessee, LLC D/B/A CareAll Home Care Services. Existing home care service 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. The anticipated cost of this project is $21,000.

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	TN	38237	731 / 587-2996
(City)	(State)	(Zip Code)	(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-

VIP Home Nursing and Rehabilitation Services d/b/a CareAll Home Care Services

CN1608-028

SUPPLEMENTAL #1

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 26, 2016
10:47 am

August 19, 2016

Mary Ellen Foley
Project Director
CareAll Management, LLC
326 Welch Road
Nashville, TN 37211

RE: Certificate of Need Application CN1601-028
VIP Home Nursing and Rehabilitation Services 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 addition of six counties (Maury, Giles, Lawrence, Wayne, Lewis, and Hickman) to the existing 22 county licensed service area of VIP Home Nursing and Rehabilitation Services d/b/a CareAll Home Care Services located at 4015 Travis Drive, Suite 102, Nashville, TN 37211.

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, Friday, August 26, 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**

   Your response is noted. It appears the lease provided in the attachments is not signed. Please provide a signed signature page.

   It appears the applicant will be located in Suite #102. What will be located in suites #101 and #103?

2. **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.

3. **Section B, Project Description, Item 1**

   Please briefly specify the reasons for requesting Consent Calendar by addressing each of the three criteria: 1) Need, 2) Economic Feasibility, and 3) Contribution to the Orderly Development of Health Care.

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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

4. **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.

5. **Section B, Project Description, Item IV (Floor Plan)**

The floor plan is noted. However, please indicate the location of Suite #102 on the floor plan and submit.

6. **Section B, Project Description, Item IID**

Does the applicant project an increase, decline, or status quo regarding patient volume? Please discuss.

7. **Section C, Need, Item 1.a. (Project Specific Criteria-Home Health Services)**

Please complete the following charts to assist in determining need:

Existing Licensed HHAS & Their Utilization serving the 6-County Declared Service Area

Agency (license #)	County of Parent Office	Date Licensed	Total Counties authorized in license (# counties in PSA) *	2013 JAR Total patients served	2014 JAR Total patients served	2015 JAR Total patients served
Total –						

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** show the # of all counties for each HHA. The # of counties in the applicant's primary service area (PSA) should be shown separately in the bracket*

The next step regarding the need formula for home health services (Items 1-4) is to collate the data and show your work using the chart that follows:

Home Health Need Formula in the Applicant's 6-County additional Service Area

County (A)	# Authorized Agencies (B)	2015 Pop (C)	Patients served (2015) (D)	Use Rate (Patient /1000 pop.) (E)	2018 Pop (F)	Projected Capacity (G)	Projected Need (H)	Additional Need (Surplus) for 2018 (G-H)
				(Column D Divided by Column C)		Column E Times Column F	Column F Times 0.015	Column G Minus Column H
Maury								
Giles								
Hickman								
Lawrence								
Lewis								
Wayne								
Total								

8. Section C, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #5

In each county of the proposed service area, please identify home health agencies that have reported serving 5 or fewer patients for each of the last three years based on final and available JAR data.

9. Section C, Need, Item 3 (Service Area)

Your response to this item is noted. The Tennessee county map identifies Perry County in the current licensed service area. Please clarify.

10. Section C, Need, Item 4. (Service Area Demographics)

It is noted Davidson County is included in the table located on page 20 but is not located in the proposed 6 county service area. Please revise the table to exclude Davidson County and submit a replacement page 20.

11. Section C, Need, Item 5 (Service Area Utilization)

The tables located on pages 22-23 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 24. Please complete the following chart for your service area counties.

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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				

12. 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 clarify how $771,080 in management fees is calculated 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 $2,305,511 under "other expenses" for the Year 2014.

Please indicate the reason Management fees in the Historical Data Chart decreased from $2,069,927 in 2013 to $437,643 in 2015.

13. 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.

14. 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.

The estimated revenue amount from each government payor is noted. However, the amounts of Medicare calculates at 51.3% rather than 51%, and TennCare at 44.5% rather than 44%. Please clarify.

15. Section C. Economic Feasibility Item 10.

The VIP Home and Rehabilitation Balance Sheet as of June 30, 2016 in Attachment 10 is noted. Please clarify why the applicant has current assets of $338,770 and current liabilities of $3,342,180, and how has this impacted the current operations of the applicant in meeting short-term obligations?

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16. Section C, Contribution to Orderly Development, Item 3

It appears the applicant wages for Staff LPNs and Occupational Therapist are less than the average annual wage in the service area. Does the applicant have difficulty recruiting for these types of positions?

The table on page 34 appears to be out of line. There are 13 positions listed with 14 number of full time employees listed. In addition, Year One FTEs calculates to 49.25 and Year Two 42.25. Please clarify.

17. 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.

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.

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 18, 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.

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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. ∋ 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 #1
August 26, 2016
10:47 am

Certificate of need Application CN1601-028

VIP Home Nursing and Rehabilitation Services DBA CareAll Home Care Services

1. **Section A, Applicant, Item 6**

Please provide a signed signature page for the lease provided.

Response: See attached current lease for Suites 101,102, and 103. See also proposed lease for Suites 101 and 102.

It appears the applicant will be located in Suite #102. What will be located in Suites #101 and #103.

Response: The principle office for VIP Home Nursing and Rehabilitation Service, LLC dba CareAll is currently utilizing/leasing the office space located in the suites of 101, 102, and 103. At which time the proposed application for MaxLife and the move of their principle office to Nashville, the suite 103 will be transitioned and leased to MaxLife for the location of the principle office. VIP will then execute a new lease for the suites of 101 and 102 to be utilized for the principle office of VIP which houses both the home health and private duty divisions of the Agency.

2. **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

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.

3. 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 transition of six counties from the sister agency of MaxLife @ Home of Tennessee, LLC dba CareAll Home care services to the licensed services are of the applicant. These six counties will be surrendered from the service area of MaxLife on the approval of this CON. 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 which 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 this addition of the six counties surrendered by the sister agency of MaxLife, 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. Private duty nursing and CNA as well as home and community based personal care services will also be provided. There is no major medical equipment services provided.
- **Ownership structure:** VIP Home Nursing and Rehabilitation Service, LLC dba CareAll is 100% owned by CareAll, LLC. CareAll, LLC is owned by the James W. Carell 2007 Dynasty Trust, the James W. Carell Education Trust, and the Estate of James M. Carell. The James W. Carell 2007 Dynasty Trust is made up of the Michael Carell exempt trust, the Eileen Carell Nicholson exempt trust, the estate of James M. Carell Exempt trust, the estate of Richard Carell exempt trust, and the Christine Carell Palmer exempt trust.
- **Service Area:** The proposed service area is the addition of Maury, Giles, Lawrence, Wayne, Lewis, and Hickman counties to the current service area of Bedford, Cheatham, Davidson, Rutherford, Williamson, Wilson, Clay, Cumberland, Jackson, Overton, Putnam, Macon, Robertson, Sumner, Smith, Trousdale, Dekalb, Van Buren, Warren, White, Perry, and Cannon.
- **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 these six (6) counties that the application is proposing to be added to the services area 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, $3,000 miscellaneous cost including publishing of the letters of intent in 4 newspapers as well as other preparation costs, and a $15,000 filing fee which brings the total estimate of the project cost to $21,000.

- **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.

4. **Section B, Project Description Item 3. A. Plot Plan:**

Response: Please see the attached revised copy of the plot plan.

5. **Section B, Project Description, Item 4 Floor Plan**

Response: Please see revised floor plan indicating the location of suite #102.

6. **Section B, Project Description, Item 2 D.**

Response: The patient volume is projected to increase with the addition of the 6 counties to the licensed service area of VIP. 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.

7. **Section C, Need, Item 1. A. project specific criteria-Home Health Services**

Response: See charts below as requested.

Agency (License #)	County of Parent Office	Date Licensed	Total Counties authorized in license (# counties in PSA)*	2013	2014	2015	% of change from 2013-2015
Alere Women's and Children's Health (471)	Davidson	03/01/1999	13 (2)	202	186	196	1%
Amedysis (254)	Davidson	07/01/1998	16(2)	5,182	2,148	1,634	-68%
Amedysis (38)	Davidson	02/02/1976	22 (3)	2008	1508	1205	-17%
Amedysis (82)	Franklin	09/19/1983	16 (1)	1,150	1,002	909	-21%
Amedysis (207)	Rutherford	06/07/1984	17(4)	661	535	1265	24%
Amedisys Home care Services (68)	Davidson	09/10/1982	10 (1)	23	210	638	
Angel Private Duty & Home Health (622)	Davidson	Not on State list	15 (2)	123	79	37	-35.90%
Corum CVS Specialty Infusion (624)	Davidson	01/30/2013	38 (2)	11	26	36	34%
Elk Valley Health Services (42)	Davidson	07/17/1984	All (6)	277	293	457	17.50%
Friendship Home Healthcare (323)	Davidson	03/04/1996	14 (2)	845	745	631	-9.60%
Homecare Solutions (56)	Davidson	09/07/1988	All (6)	1930	1689	1813	-2.10%
Home Health Care of Middle Tennessee (46)	Davidson	12/20/1982	14 (2)	2963	2975	2998	0.20%
Intrepid (34)	Davidson	06/20/1984	19 (2)	766	1389	1146	11.50%
Vanderbilt Community & Home Services (43)	Davidson	06/08/1984	20 (3)	1879	1700	1907	0.50%
Willowbrook Home Health Care (259)	Davidson	10/29/1981	36 (6)	1512	1283	1512	-1.20%
Tennessee Quality Homecare (221)	Decatur	03/19/1984	15 (5)	1043	988	988	-110%
Volunteer of West TN (63)	Decatur	06/11/1984	17 (4)	1534	1797	1833	5.70%
CareSouth HHA Holdings of Winchester (83)	Williamson	Not on State list	34 (5)	2030	2444	2581	7.80%
Regional Home Care (178)	Henderson	06/07/1984	22 (4)	569	582	1164	25.70%
Henry Co. Medical Center (122)	Henry	12/07/1984	12 (1)	363	408	428	5.40%
St. Thomas Hickman Com HH (125)	Hickman	06/01/1984	8 (3)	214	311	370	17.40%

Maury Regional HH (180)	Maury	05/31/1984	8 (6)	1151	1553	1489	8%
NHC Home Care (181)	Maury	11/22/1977	21 (6)	2408	2591	2517	1.40%
Guardian HC (607)	Williamson	05/24/2001	14 (1)	1370	1668	1810	9%
Vanderbilt HC/Walgreens (604)	Williamson	09/15/2000	33 (6)	67	135	309	47.30%
Deaconess Homecare (282)	Wilson	12/18/1978	21 (2)	1222	1706	956	-6.80%
Deaconess Homecare (290)	Hardin	02/11/1983	11 (1)	1330	2122	1120	-4.50%
Deaconess Homecare (161)	Lincoln	02/23/1976	25 (3)	842	1294	731	-3.80%
Gentiva Health Services (49)	Davidson	08/22/1984	12 (1)	1003	831	869	-4.90%
Quality First HC (90)	Maury	08/12/1982	5 (3)	923	1023	1133	6.80%
Lincoln Medical HH (160)	Lincoln	11/22/1983	7 (1)	348	339	396	4.40%
CareAll (194)	Maury	02/09/1984	18 (6)	609	881	614	0.20%

Intrepid (Warren) was removed –did not serve any of the proposed six (6) county area.

The next step regarding the need formula for home health services (Items 1-4) is to collate the data and show your work using the chart that follows:

Home Health Need Formula in the Applicant's 6-County additional Service Area

County (A)	# Authorized Agencies (B)	2015 Pop (C)	Patients served (2015) (D)	Use Rate (Patient /1000 pop.) (E)	2018 Pop (F)	Projected Capacity (G)	Projected Need (H)	Additional Need (Surplus) for 2018 (G-H)
				(Column D Divided by Column C)		Column E Times Column F	Column F Times 0.015	Column G Minus Column H
Maury	25	87,772	2,691	0.0306589	90,666	2,779	1,359	(1,420)
Giles	14	28,929	921	0.0318365	29,787	948	447	(501)
Hickman	24	24,370	618	0.025359	26,876	682	403	(279)
Lawrence	16	42,572	1,675	0.0393451	43,518	1,712	653	(1,059)
Lewis	16	11,847	383	0.0323288	12,912	417	194	(223)
Wayne	13	16,741	739	0.0441431	17,551	775	263	(512)

8. Section C, Need, item, 1. A. Project Specific Criteria-Home Health Services Item #5:

In each county in the proposed service area, please identify home health agencies that have reported serving 5 or fewer patients for each of the last three years based on final and available JAR data.

Response: See chart below

Licensed Agencies in the proposed 6 county area
(those with an x have served 5 or fewer patients)

Maury County (24)	2013	2014	2015	Hickman County(24)	2013	2014	2015
Alere Women's and Children's health					x		x
Amedysis Cumberland bend	x	x	x				
Amedysis Glen Echo	x	x	x		x	x	x
Angel PD and HH	x	x	x		x	x	x
Corum CVS speciality infusion	x	x	x		x	x	x
Elk valley HS	x				x	x	
Friendship HHC			x		x	x	x
Gentiva					Not in service area		
Home care Solutions			x				
Home Health Care of MT							
Intrepid			x		x	x	x
Vanderbilt Community and HS	x	x	x		x	x	x
Willowbrook							x
Tennessee Quality HC-Southwest							
CareSouth of Winchester					x	x	x
St Thomas HH							
Deaconess (Lincoln)	x	x	x		Not in service area		
CareAll (Maury)							
Maury Regional HS							
NHC							

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Quality First				Not in service area		
Amedysis (Rutherford)				Not in service area		
Deaconess (Wilson	x	x	x		x	x
Vanderbilt/Walgreens	x	x		x	x	x
Volunteer HC of WT	Not in service area					
Regional HC Lexington	Not in service area			x	x	x
Guardian HC of Nashville	Not in service area					
Henry Co. Medical HH	Not in service area			x	x	x

Licensed Counties in the proposed six county area
(those with an x have 5 or fewer patients served)

Lewis County(16)	2013	2014	2015	Lawrence County(16)	2013	2014	2015
Amedisys (Glen Echo)	x	x	x		Not in service area		
Corum CVS Specialty infusion	x	x	x		x	x	x
Elk Valley HS	x		x		x		
Home care Solutions	x	x	x		x	x	x
Vanderbilt Community & HS	x	x	x		Not in service area		
Willowbrook HHC	x	x	x		x	x	x
Tennessee Quality HC-SW							
Volunteer HC of WT					x	x	x
CareSouth Winchester	x	x	x		x	x	x
Regional HC Lexington	x	x	x		x	x	x
St. Thomas Hickman	x				Not in service area		
CareAll Maury							
Maury Regional HS							
NHC Homecare							
Amedisys HHC(Rutherford)							
Vanderbilt/Walgreens	x	x	x		x	x	x
Deaconess(Lincoln)	Not in service area				x	x	x

Deaconess(Hardin)	Not in service area
Quality First HC	Not in service area

Giles County(14)	2013	2014	2015	Wayne County (13)	2013	2014	2015
Corum CVS Specialty Infusion	x	x	x		Not in service area		
Elk Valley HS							
Home Care Solutions	x	x	x		x	x	x
Willowbrook HHC	x	x	x		x	x	x
Amedisys HC(Franklin)	x	x	x		Not in service area		
Caresouth HHA Winchester	x	x	x		Not in service area		
Deaconess (Lincoln)					Not in service area		
Lincoln Medical HH & H	x	x	x		Not in service area		
CareAll Maury							
Maury Regional HS					x		
NHC HC							
Quality First HC					Not in service area		
Amedisys HC(Rutherford)					Not in service area		
Vanderbilt/Walgreens	x	x	x		x	x	x
Deaconess (Hardin))	Not in service area						
Hardin Medical center HH	Not in service area						
Regional HC Lexington	Not in service area				x	x	x
Corum CVS Specialty (Shelby)	Not in service area				x	x	x
Tennessee Quality HC SW	Not in service area						
Volunteer HC of WT	Not in service area						

9. Section C, Need, Item 4 Service Area

The Tennessee county map identifies Perry County in the current licensed service area. Please clarify.

Response: Perry County has been a part of the agency's licensed service area since the agency was originally licensed in 1984.

10. Section C, Need, Item 4 Service Area Demographics

Please revise the table to exclude Davidson County and submit a replacement page 20.

Response: See attached revised replacement page 20.

11. Section C, Need, Item 5 Service Area Utilization

The tables located on pages 22-23 are noted. Please indicate if the totals provided in the columns labeled 2013, 2014, and 2015 are patients

Response: Yes, these are patient totals.

The applicant did not include the most recent JAR 2015 in the table located on page 24. Please complete the following chart for your service area counties.

Response: See revised chart.

County	2013 JAR Total Residents served	2014 JAR Total Residents served	2015 JAR Total Residents served	13-'15 % change
Maury	2,410	2,764	2,691	10.4%
Giles	1,001	1,019	921	-7.90%
Lewis	402	423	383	-4.70%
Hickman	725	698	618	-14.7%
Lawrence	1,667	1,753	1,675	.4%
Wayne	640	818	739	13.39%

12. Section C. Economic feasibility, Item 4

It is noted home health care management fees are 18% and Private duty 8.5%. Please clarify how $771,080 in management fees is calculated in year one.

Response: For projected year one (2017), the $771,080 of VIP Management fees is calculated as:

$2,959,200 of projected Medicare revenue X 18% = $532,656
$2,804,993 of projected Private Duty/TennCare revenue X 8.5% = $238,424
$532,656 + $238,424 = ***$771,080***

Why is 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 $2,305,511 under "other expenses" for the Year 2014.

RESPONSE: $2,245,470 of VIP's 2014 Legal Settlement Expense represents a portion of a civil lawsuit settled with the Department of Justice involving claim documentation from prior years. $60,041 of VIP's 2014 Legal Settlement Expense represents a portion of a FSLA settlement arising from payroll overtime issues in prior years.

Please indicate the reason Management fees in the Historical Data Chart decreased from $2,069,927 in 2013 to $437,643 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 private duty revenue.

13. 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.

RESPONSE:
VIP 2017 Projected Home Health Gross Charge per Visit = 84.63

VIP 2017 Projected Private Duty Gross Charge per Hour = 21.79
VIP 2017 Projected Home Health Deduction per Visit = 1.69
VIP 2017 Projected Private Duty Deduction per Hour = 0.41
VIP 2017 Projected Home Health Net Charge per Visit = 82.93
VIP 2017 Projected Private Duty Net Charge per Hour = 21.38

VIP 2018 Projected Home Health Gross Charge per Visit = 84.76
VIP 2018 Projected Private Duty Gross Charge per Hour = 21.82
VIP 2018 Projected Home Health Deduction per Visit = 1.70
VIP 2018 Projected Private Duty Deduction per Hour = 0.41
VIP 2018 Projected Home Health Net Charge per Visit = 83.07
VIP 2018 Projected Private Duty Net Charge per Hour = 21.41

14. 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.

The estimated revenue amount from each government payer is noted. However, the amounts of Medicare calculates at 51.3% rather than 51%, and TennCare at 44.5% rather than 44%. Please clarify.

RESPONSE: Rounding was applied to the provided figures.

15. Section C. Economic Feasibility Item 10

The VIP Home and Rehabilitation Balance Sheet as of June 30, 2016 in Attachment 10 is noted. Please clarify why the applicant has current assets of $338,770 and current liabilities of $3,342,180, and how has this impacted the current operations of the applicant in meeting short-term obligations?

RESPONSE: $526,332 of the current liabilities are intercompany CareAll LLC loans and $2,500,580 of the current liabilities are loans from CareAll Management LLC. Both amounts are not threats to operating cash since the intercompany amounts cancel out between CareAll LLC entities, and CareAll Management is family-owned and the family is willing to defer these obligations.

16. Section C, Contribution to Orderly development, Item 3

It appears the applicant wages for staff LPNs and Occupational Therapist are less than the average wage in the service area. Does the applicant have difficulty recruiting for these types of positions.

Response:
No, we have not had difficulty recruiting LPNs and OT's in this area.

The table on 34 appears to be out of line.

Response:
See revised table

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	1	$76.500.06	$67,369.00
Staff RNs	3	3	3	$57,000.00	$56,083.00
Staff LPNs	5.5	5.5	5.5	$34,254.58	$37,856.00
Physical Therapist	4	4	4	$91,666.72	$84,767.00
Staff HHA/CNA	14	14	14	$21,002	$19,033.00
Administrative Assistant	1	1	1	$33,756.92	$29,286.00
Authorization Specialist	1	1	0.5	$37,440.00	$37,440.00
Director of Patient Services	1	1	.5	$75,000.00	$77,190.00
HR Coordinator	1	1	0.5	$32,760.00	$36,612.00
Office Coordinator	4	4	2	$33,623.00	$30,951.00
Occupational Therapist	1.5	1.5	1.5	$85,000.00	$89,370.00
RN Case Manager	8.75	8.75	8.75	$58,000.00	$56,083.00
Physical Therapy Assistant	2.5	2.5	2.5	$62,400.00	$56,102.00
Total	48.25	48.25	44.75	$53,723.33	$52,164.77

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 as they were previously along with the affidavits.

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

Name of Newspaper of General Circulation	Address	How often is this Newspaper	Applicant's Proposed Service	Date LOI Published

SUPPLEMENTAL #1

August 26, 2016
10:47 am

		Distributed? (must be weekly or less)	Area County	
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

1. Section A: Applicant Profile, Item 6 Current lease

SUPPLEMENTAL #1
August 26, 2016
10:47 am

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE") IS MADE AND ENTERED INTO THIS 1ST DAY OF OCTOBER, 2014 (THE "EFFECTIVE DATE") BY AND JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS "LANDLORD"), AND CARE-ALL, INC. (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:	2811 TYNE BLVD. NASHVILLE, TN 37215
(B) TENANT'S ADDRESS:	326 WELCH DRIVE. NASHVILLE, TN 37211
(C) TENANT:	CARE-ALL, INC.
(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:	3369 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, TOGETHER WITH ANY PROPERLY EXERCISED RENEWAL OPTIONS.

(H) RENT COMMENCEMENT DATE: 1ST DAY OF OCTOBER, 2014.

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

YEAR 1: OCT 1, 2014-SEPT 30, 2015	$35,375.50 PER YR. / $ 2,947.88 PER MO.
YEAR 2: OCT 1, 2015-SEPT 30, 2016	$36,789.48 PER YR. / $ 3,065.79 PER MO.
YEAR 3: OCT 1, 2016-SEPT 30, 2017	$38,261.06 PER YR. / $ 3,188.42 PER MO.

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RENEWAL TERM 1:

YEAR 4: OCT 1, 2017-SEPT 30, 2018	$39,791.50 PER YR. / $ 3,315.96 PER MO.
YEAR 5: OCT 1, 2017-SEPT 30, 2018	$41,383.16 PER YR. / $ 3,448.60 PER MO.
YEAR 6: OCT 1, 2018-SEPT 30, 2019	$43,038.49 PER YR. / $ 3,586.54 PER MO.

RENEWAL TERM 2:

YEAR 7: OCT 1, 2019-SEPT 30, 2020	$44,760.03 PER YR. / $ 3,730.00 PER MO.
YEAR 8: OCT 1, 2020-SEPT 30, 2021	$46,550.43 PER YR. / $ 3,879.20 PER MO.
YEAR 9: OCT 1, 2021-SEPT 30, 2022	$48,412.45 PER YR. / $ 4,034.37 PER MO.

(J)ADDITIONAL RENT: COMMON AREA MAINTENANCE COSTS, LANDLORD'S OPERATING EXPENSES (DEFINED IN SECTION 2 OF THE GENERAL PROVISIONS), PUBLIC UTILITIES EXPENSES FOR THE PREMISES (SPECIFICALLY EXCLUDING UTILITIES FOR THE INTERIOR RENTABLE SPACE THAT IS TO BE SETUP AND MAINTAINED BY THE TENANT), AD VALOREM REAL ESTATE TAXES, NON-AD VALOREM ASSESSMENTS, PROPERTY AND CASUALTY INSURANCE AS WELL AS ANY AND ALL OTHER AMOUNTS SET FORTH IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 2 OF THE GENERAL PROVISIONS.

(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 TAX.ES AS MAY BE IMPOSED FROM TIME TO TIME WITH RESPECT TO ANY OBLIGATIONS UNDER THIS LEASE.

(M)SECURITY DEPOSIT: 2 MONTHS BASE RENT ($5895.75)

(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 ITS SOLE DISCRETION.

(O)TENANT'S PROPORTIONATE SHARE: THIRTY AND SEVENTEEN ONE-HUNDREDTHS PERCENT (30.17%)

(P)RULES AND REGULATIONS: SET FORTH IN EXHIBIT B TO THIS LEASE.

(Q)GUARANTY: (NONE) ATTACHED EXHIBIT D (IF APPLICABLE)

(R)IMPROVEMENT BUILD-OUT:(NONE) ATTACHED EXHIBIT E (IF

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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 COMMEND ON THE EFFECTIVE DATE AND SHALL CONTINUE THROUGH SEPTEMBER 30, 2017.

(C)RENEWAL OPTION. TENANT SHALL HAVE THE OPTION UPON NOTICE GIVEN TO LANDLORD AT LEAST NINE (9) MONTHS PRIOR TO THE EXPIRATION OF THE TERM TO RENEW THIS LEASE FOR TWO (2) ADDITIONAL TERMS OF THREE (3) YEARS ON THE SAME TERMS AND CONDITIONS HEREIN SET FORTH. FAILURE TO TIMELY EXERCISE ITS OPTION SHALL BE DEEMED A WAIVER BY TENANT OF ITS OPTION TO EXTEND. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, TENANT SHALL NOT BE ENTITLED TO EXERCISE THE RENEWAL OPTION IF IT IS IN DEFAULT UNDER THE LEASE AT THE TIME THE RENEWAL OPTION IS EXERCISED. IF TENANT EXERCISES THIS OPTION THEN THE BASE RENT SHALL BE AS SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE. ANY SUCH RENEWAL TERM SHALL BE INCLUDED IN THE DEFINITION OF THE "TERM" AS USED IN THIS LEASE.

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 1ST DAY OF OCTOBER, 2014 AND WILL BE $1,031.51 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

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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

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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 INWHICH 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 FIVE THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND SEVENTY-FIVE CENTS ($5,895.75) (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,

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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. CONDITTON 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

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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

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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,

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(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 ELEC1RICAL 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

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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 ITS 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

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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

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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).

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(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. <u>CONDEMNATION</u>.

(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,

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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

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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

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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

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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

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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

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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. INTENTIONALLY LEFT BLANK

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 - PERSONAL GUARANTY.

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SUPPLEMENTAL #1
August 26, 2016
10:47 am

(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: Christine A Palmer
SIGNATURE

NAME: Christine A. Palmer
PRINT NAME HERE

TITLE: Secretary / treasure

DATE: 10/23/14

TENANT:
CARE-ALL INC.
A TENNESSEE CORPORATION

BY: Wm T Ramsey
SIGNATURE

NAME: William T. Ramsey
PRINT NAME HERE

TITLE: Wm T Ramsey

DATE: 10/21/14

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August 26, 2016
10:47 am

[NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF TENNESSEE
COUNTY OF Williamson

BEFORE ME, Ann Monson, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED CHRISTINE A. PALMER WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO, UPON OATH, ACKNOWLEDGED HER SELF TO BE THE SECRETARY (TITLE) OF **JWC FAMILY, LLC**, THE WITHIN NAMED BARGAINOR, A TENNESSEE LIMITED LIABILITY COMPANY, AND THE S HE AS SUCH SECRETARY (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 HER SELF AS SUCH SECRETARY.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE 23 DAY OF OCTOBER, 2014.

Ann E Monson
NOTARY PUBLIC

ANN MONSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES: 9/19/18

STATE OF TENNESSEE
COUNTY OF Williamson

BEFORE ME, Ann Monson, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AFORESAID, PERSONALLY APPEARED William T. Ramsey 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 Board Chair (TITLE) OF Care-All Inc. (TENANT), THE WITHIN NAMED BARGAINOR, A Tennessee COMPANY, AND THE HE AS SUCH Board Chair (TITLE), BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE Tennessee COMPANY BY HIM SELF AS SUCH Board Chair.

WITNESS MY HAND AND SEAL AT OFFICE ON THIS THE 21 DAY OF OCTOBER, 2014.

Ann E Monson
NOTARY PUBLIC

ANN MONSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES: 9/19/18

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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 _____, 2014.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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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.

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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

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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 SPRINGTYPE 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.

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EXHIBIT "C" – DESCRIPTION OF PREMISES

PREMISES FOR THIS LEASE INCLUDE THE FOLLOWING SUITES AND SQUARE FOOTAGE ASSOCIATED WITH THOSE SUITES:

SUITE 101: 1164 SQUARE FEET
SUITE 102: 1103 SQUARE FEET
SUITE 103: 1102 SQUARE FEET

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EXHIBIT "D" – GUARANTY AGREEMENT

IN CONSIDERATION OF THAT CERTAIN LEASE BETWEEN JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY ("LANDLORD") AND _____ ("TENANT") DATED THE ____ DAY OF _____, 2014, (SAID LEASE, AS HEREAFTER SUPPLEMENTED, AMENDED, RESTATED, RENEWED, EXTENDED, REPLACED OR MODIFIED, IS REFERRED TO AS THE "LEASE"), AND TO INDUCE LANDLORD TO ENTER INTO THE LEASE, AND IN FURTHER CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE UNDERSIGNED (COLLECTIVELY, "GUARANTORS"), EACH ON BEHALF OF HIMSELF AND HERSELF AND HIS OR HER RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, DOES HEREBY UNCONDITIONALLY, JOINTLY AND SEVERALLY GUARANTEE TO LANDLORD, ITS SUCCESSORS AND ASSIGNS, THE FULL AND FAITHFUL PERFORMANCE AND OBSERVANCE BY TENANT, ITS SUCCESSORS AND ASSIGNS, OF ALL THE TERMS, COVENANTS, CONDITIONS AND AGREEMENTS OF THE LEASE INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL RENT AND OTHER SUMS DUE UNDER THE LEASE. GUARANTORS JOINTLY AND SEVERALLY AGREE AND COVENANT WITH LANDLORD AS FOLLOWS:

(A) THAT GUARANTORS HEREBY UNCONDITIONALLY, ABSOLUTELY, IRREVOCABLY, JOINTLY AND SEVERALLY GUARANTEE TO LANDLORD THE FULL, PROMPT AND PUNCTUAL PAYMENT OF ANY AND ALL RENT AND OTHER AMOUNTS THAT MAY BE OR BECOME DUE TO LANDLORD FROM TIME TO TIME UNDER THE LEASE AND WILL TIMELY, COMPLETELY AND TRULY PERFORM AN OF THE TERMS AND COVENANTS IN THE LEASE TO BE PERFORMED OR TO BE PAID BY TENANT THEREUNDER AND, IN ADDITION, WILL PAY ALL DAMAGES, CLAIMS, LIABILITIES, COSTS AND EXPENSES THAT MAY ARISE IN CONSEQUENCE OF A DEFAULT UNDER THE LEASE, INCLUDING ALL REASONABLE ATTORNEYS' FEES AND OTHER COSTS THAT MAY BE INCURRED BY LANDLORD IN ENFORCING TENANT'S COVENANTS AND AGREEMENTS SET FORTH IN THE LEASE, OR IN ENFORCING THE COVENANTS AND AGREEMENTS OF THE UNDERSIGNED HEREIN, ALL WITHOUT REQUIRING NOTICE FROM LANDLORD OF ANY SUCH DEFAULT;

(B) THAT GUARANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, COSTS AND EXPENSES THAT MAY ARISE IN CONSEQUENCE OF A DEFAULT UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO PAY RENT TO LANDLORD;

(C) THAT, THIS IS A GUARANTY OF PAYMENT AND NOT OF COLLECTION;

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(D) THAT, AT THE OPTION OF LANDLORD, GUARANTORS MAY BE JOINED IN ANY ACTION OR PROCEEDINGS COMMENCED BY LANDLORD AGAINST TENANT IN CONNECTION WITH OR BASED UPON THE LEASE OR ANY PROVISION THEREOF: AND THAT RECOVERY MAY BE HAD AGAINST THE UNDERSIGNED JOINTLY, SEVERALLY AND IN THE ALTERNATIVE WITH OTHER PARTIES, IN ANY SUCH ACTION OR PROCEEDING, OR IN ANY INDEPENDENT ACTION OR PROCEEDING AGAINST GUARANTORS WITHOUT ANY REQUIREMENT THAT LANDLORD OR ITS RESPECTIVE SUCCESSORS OR ASSIGNS FIRST ASSERT, PROSECUTE OR EXHAUST ANY REMEDY OR CLAIM AGAINST TENANT, ITS SUCCESSORS OR ASSIGNS; ALL TO THE EFFECT THAT THE LIABILITY OF GUARANTORS HEREUNDER SHALL BE DEEMED JOINT AND SEVERAL;

(E) THAT, EACH DEFAULT UNDER THE LEASE SHALL GIVE RISE TO A SEPARATE CAUSE OF ACTION, AND SEPARATE SUITS MAY BE BROUGHT HEREUNDER AS EACH CAUSE OF ACTION ARISES;

(F) THAT, IN THE EVENT OF ANY BANKRUPTCY, LIQUIDATION, REORGANIZATION, WINDING-UP, OR SIMILAR PROCEEDING WITH RESPECT TO TENANT, NO LIMITATION ON TENANT'S LIABILITY UNDER THE LEASE WHICH MAY NOW OR HEREAFTER BE IMPOSED BY ANY FEDERAL, STATE OR OTHER STATUTE, LAW OR REGULATION APPLICABLE TO SUCH PROCEEDINGS SHALL IN ANY WAY LIMIT GUARANTORS' OBLIGATIONS HEREUNDER, WHICH OBLIGATIONS ARE COEXTENSIVE WITH TENANT'S LIABILITY AS SET FORTH IN THE LEASE, WITHOUT REGARD TO ANY SUCH STATUTORY LIMITATION; AND IF AT ANY TIME ALL OR ANY PART OF ANY PAYMENT APPLIED BY LANDLORD TO ANY OF TENANT'S LIABILITIES IS RESCINDED OR RETURNED BY LANDLORD FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE INSOLVENCY BANKRUPTCY, LIQUIDATION OR REORGANIZATION OF ANY OTHER PARTY), SUCH LIABILITIES SHALL, FOR THE PURPOSES OF THIS GUARANTY AGREEMENT, BE DEEMED TO HAVE CONTINUED IN EXISTENCE TO THE EXTENT OF SUCH PAYMENT, NOTWITHSTANDING SUCH APPLICATION BY LANDLORD, AND THIS GUARANTY AGREEMENT SHALL CONTINUE TO BE EFFECTIVE OR BE REINSTATED, AS THE CASE MAY BE, AS TO SUCH LIABILITIES IN ADDITION TO ANY LEGAL FEES INCURRED BY LANDLORD ASSOCIATED THEREWITH, ALL AS THOUGH SUCH APPLICATION BY LANDLORD HAD NOT BEEN MADE;

(G) THAT THIS CONTINUING GUARANTY IS ABSOLUTE, PRESENT AND UNCONDITIONAL AND SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL EXTEND TO ANY RENEWAL, EXTENSION, INDULGENCE, MODIFICATION OR AMENDMENT OF THE LEASE, TO ANY TENANT HOLDOVER PERIOD AND TO ANY ASSIGNMENT, SUBLETTING OR OTHER TRANSFER OF TENANT'S INTEREST UNDER THE LEASE, WHETHER OR NOT GUARANTORS CONSENTED THERETO AND REGARDLESS OF THE MATERIALITY THEREOF;

(H) THAT, WITHOUT AFFECTING, MODIFYING, ALTERING, RELEASING OR LIMITING THE LIABILITY OF GUARANTORS OR ANY OTHER PERSON LIABLE OR

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WHO MAY BECOME LIABLE UNDER THE LEASE, OR WHO MAY HAVE ASSUMED OR GUARANTEED THE LEASE, THE FOLLOWING ACTIONS MAY BE TAKEN BY LANDLORD WITHOUT FURTHER NOTICE TO OR CONSENT OF GUARANTORS, EITHER BEFORE OR AFTER A DEFAULT: (I) ANY ONE OR MORE PARTIES LIABLE UNDER THE LEASE OR WHO MAY HAVE GUARANTEED THE LEASE MAY BE RELEASED; (II) LANDLORD MAY FAIL TO ACT WITH DILIGENCE OR MAY DELAY IN THE COLLECTION OF THE RENT OR IN THE ENFORCEMENT OF THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE; AND (III) NO ACTION IN SEEKING THE CONSENT OF GUARANTORS OF ANY ACTIONS OR MODIFICATIONS OF THE LEASE SHALL BE DEEMED A WAIVER OF LANDLORD'S RIGHT TO TAKE SUCH ACTIONS WITHOUT NOTICE TO GUARANTORS;

(I) THAT THE VALIDITY OF THIS GUARANTY AGREEMENT AND THE OBLIGATIONS OF GUARANTORS HEREUNDER SHALL IN NO WAY BE TERMINATED, LIMITED, DIMINISHED, AFFECTED OR IMPAIRED BY REASON OF ANY ACTION WHICH LANDLORD MIGHT TAKE OR BE FORCED TO TAKE AGAINST TENANT, OR BY REASON OF ANY WAIVER OF OR FAILURE TO ENFORCE ANY OF THE RIGHTS OR REMEDIES RESERVED TO LANDLORD IN THE LEASE, AT LAW, IN EQUITY OR OTHERWISE, OR BY THE REPOSSESSION BY LANDLORD OF THE PREMISES LEASED TO TENANT PURSUANT TO THE LEASE (THE "LEASED PREMISES") OR BY REASON OF ANY DEFENSE, RIGHT OF SETOFF OR CLAIM WHICH TENANT OR GUARANTORS MAY HAVE AGAINST LANDLORD;

(J) THAT THE OBLIGATIONS OF GUARANTORS, IF MORE THAN ONE PARTY, ARE JOINT AND SEVERAL AND SHALL BE FULLY VALID AND BINDING AS AGAINST EACH SIGNATORY HERETO INDIVIDUALLY WHETHER OR NOT ANY OTHER PARTY OR PARTIES HERETO HAVE EXECUTED THIS GUARANTY AGREEMENT, IT BEING SPECIFICALLY UNDERSTOOD THAT SUCH SIGNATURES ARE NOT MUTUALLY DEPENDENT;

(K) THAT, THE INTEREST OF LANDLORD UNDER THIS GUARANTY AGREEMENT MAY BE ASSIGNED BY IT, BY WAY OF SECURITY OR OTHERWISE, WITH OR WITHOUT NOTICE TO GUARANTORS;

(L) THAT, GUARANTORS WAIVE NOTICE OF THE ACCEPTANCE OF THIS GUARANTY AGREEMENT AND OF ANY AND ALL DEFAULTS UNDER THE LEASE, AND WAIVES ANY RIGHT TO REQUIRE THAT ANY ACTION BE BROUGHT AGAINST TENANT OR AGAINST ANY OTHER SECURITY FOR THE LEASE;

(M) THAT GUARANTOR WAIVE NOTICE OF ANY AND ALL OTHER NOTICES OR DEMANDS WHICH MAY BE GIVEN BY LANDLORD TO TENANT, WHETHER OR NOT REQUIRED TO BE GIVEN TO TENANT UNDER THIS LEASE;

(N) THAT, WITH RESPECT TO PAYMENTS MADE BY GUARANTORS HEREUNDER, GUARANTORS SHALL NOT HAVE ANY RIGHTS BASED ON SURETYSHIP, SUBROGATION, OR OTHERWISE TO STAND IN THE PLACE OF THE LANDLORD AS TO COMPETE WITH LANDLORD AS A CREDITOR OF TENANT, AND GUARANTORS HEREBY WAIVE ALL SUCH RIGHTS TO THE FULLEST EXTENT

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PERMITTED BY LAW;

(O) ANY INDEBTEDNESS OF TENANT TO GUARANTORS (THE "SUBORDINATED DEBT") NOW OR HEREAFTER EXISTING IS HEREBY SUBORDINATED TO THE LIABILITIES OF GUARANTORS TO LANDLORD HEREUNDER AND UNTIL THE FULL AND FINAL UNAVOIDABLE PAYMENT OF ALL SUCH LIABILITIES, GUARANTORS SHALL NOT SEEK, ACCEPT OR RETAIN FOR GUARANTORS' ACCOUNT, DIRECTLY OR INDIRECTLY, ANY PAYMENT FROM TENANT ON ACCOUNT OF ANY SUBORDINATED DEBT, AND PAYMENTS TO GUARANTORS ON ACCOUNT OF THE SUBORDINATED DEBT SHALL BE COLLECTED AND RECEIVED BY GUARANTORS IN TRUST FOR LANDLORD AND SHALL BE PAID OVER TO LANDLORD FOLLOWING DEFAULT ON ACCOUNT OF SUCH LIABILITIES WITHOUT IMPAIRING OR RELEASING THE OBLIGATIONS OF GUARANTORS HEREUNDER;

(P) GUARANTORS HEREBY SUBMIT TO THE PERSONAL JURISDICTION IN THE STATE WHERE THE LEASED PREMISES ARE LOCATED FOR THE ENFORCEMENT OF THIS GUARANTY AGREEMENT, AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES TO OBJECT TO JURISDICTION WITHIN THE STATE WHERE THE LEASED PREMISES ARE LOCATED FOR THE PURPOSES OF LITIGATION TO ENFORCE THIS GUARANTY AGREEMENT. GUARANTORS AGREE AND CONSENT THAT IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED BY APPLICABLE LAW, ALL SUCH SERVICE OF PROCESS AND ANY SUIT, ACTION, OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO GUARANTORS AT GUARANTORS' ADDRESS, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT THEREOF; PROVIDED, HOWEVER, THAT IF GUARANTORS SHALL REFUSE TO ACCEPT DELIVERY THEREOF OR IF THE NOTICE IS UNCLAIMED, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED;

(Q) IF ANY TERM OR PROVISION OF THIS GUARANTY AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, SHALL BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS GUARANTY AGREEMENT, OR THE APPLICATION OF SUCH TERM OR PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY, AND EACH TERM AND PROVISION OF THIS GUARANTY AGREEMENT SHALL BE VALID AND ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW;

(R) ANY ACT OF LANDLORD, OR OF THE SUCCESSORS OR ASSIGNS OF LANDLORD, CONSISTING OF A WAIVER OF ANY OF THE TERMS OR CONDITIONS OF THE LEASE, OR THE GIVING OF ANY CONSENT TO ANY MANNER OR THING RELATING TO THE LEASE, OR THE GRANTING OF ANY INDULGENCES OR EXTENSIONS OF TIME TO TENANT, MAY BE DONE WITHOUT NOTICE TO GUARANTOR AND WITHOUT RELEASING THE OBLIGATIONS OF GUARANTORS HEREUNDER;

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(S) THE OBLIGATIONS OF GUARANTORS HEREUNDER SHALL NOT BE RELEASED BY LANDLORD'S RECEIPT, APPLICATION OR RELEASE OF SECURITY GIVEN FOR THE PERFORMANCE AND OBSERVANCE OF COVENANTS AND CONDITIONS IN THE LEASE CONTAINED ON TENANT'S PART TO BE PERFORMED OR OBSERVED;

(T) THAT THIS GUARANTY AGREEMENT MAY NOT BE CHANGED, MODIFIED, DISCHARGED OR TERMINATED ORALLY OR IN ANY MANNER OTHER THAN BY AN AGREEMENT IN WRITING SIGNED BY GUARANTORS AND LANDLORD;

(U) THAT IN ANY ACTION OR PROCEEDING BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY AGREEMENT OR TIIE LEASE, GUARANTORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY. GUARANTORS ACKNOWLEDGE THAT THIS WAIVER IS GIVEN KNOWINGLY AND INTELLIGENTLY WITH THE FULL KNOWLEDGE AND UNDERSTANDING THAT ANY LEGAL ACTION BROUGHT WILL BE DECIDED BY A JUDGE AS OPPOSED TO A JURY; AND

(V) THAT GUARANTORS HEREBY CERTIFY THAT EACH HAS READ THE LEASE AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED THEREIN. THE USE OF THE SINGULAR HEREIN SHALL INCLUDE THE PLURAL. EACH TERM USED IN THIS GUARANTY AGREEMENT, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE SAME MEANING AS WHEN USED IN THE LEASE. THIS GUARANTY AGREEMENT SHALL BE CONSTRUED, AND ALL DISPUTES, CLAIMS, AND QUESTIONS ARISING HEREUNDER SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE WITHIN WHICH THE LEASED PREMISES IS LOCATED.

OBLIGATIONS OF THE GUARANTORS HEREUNDER FOR THE PAYMENT OF RENT SHALL NOT EXCEED THE SUM OF $100,000. THE LIMITATION SHALL APPLY ONLY TO THE PAYMENTS OF RENT AND NOT TO ANY OTHER DAMAGES, CHARGES, COSTS, OR OTHER FINANCIAL OBLIGATIONS THAT MAY ARISE UNDER THE LEASE. THE MAXIMUM AMOUNT OF THE OBLIGATIONS OF THE GUARANTORS HEREUNDER SHALL BE REDUCED ON A DOLLAR FOR DOLLAR BASIS WITH PAYMENTS OF RENT RECEIVED BY THE LANDLORD. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UPON TENANT'S PAYMENT OF RENT FOR EIGHTEEN (18) MONTHS, THIS GUARANTY AGREEMENT SHALL BECOME NULL AND VOID AND SHALL BE OF NO FURTHER FORCE AND EFFECT.

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS GUARANTY AGREEMENT TO BE EXECUTED AS OF THE _____ DAY OF _____, 2014.

_____

_____

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, THE WITHIN NAMED BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL AT OFFICE, ON THIS ____ DAY OF _____, 2014.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, THE WITHIN NAMED BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND SEAL AT OFFICE, ON THIS ____ DAY OF _____, 2014.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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1. Section A, Applicant, Profile, Item 6 proposed lease

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August 26, 2016
10:47 am

LEASE AGREEMENT

THIS LEASE AGREEMENT (THE "LEASE") IS MADE AND ENTERED INTO THIS 1ST DAY OF JULY, 2016 (THE "EFFECTIVE DATE") BY AND JWC FAMILY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS "LANDLORD"), AND VIP HOME NURSING AND REHABILITATION, 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:	4015 TRAVIS DRIVE. SUITE 102 NASHVILLE, TN 37211
(C) TENANT:	VIP HOME NURSING AND REHABILITATION, 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:	2267 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, TOGETHER WITH ANY PROPERLY EXERCISED RENEWAL OPTIONS.

(H) RENT COMMENCEMENT DATE: 1ST DAY OF NOVEMBER, 2016.

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

YEAR 1: NOV 1, 2016-OCT 31, 2017	$ 25,730.45 PER YR. / $2,144.20 PER MO.
YEAR 2: NOV 1, 2017-OCT 31, 2018	$ 26,773.27 PER YR. / $2,231.11 PER MO.
YEAR 3: NOV 1, 2018-OCT 31, 2019	$ 27,838.76 PER YR. / $2,319.90 PER MO.

LANDLORD INITIALS _____ TENANT INITIALS _____

RENEWAL TERM 1:

YEAR 4: NOV 1, 2019-OCT 31, 2020	$ 29,972.26 PER YR. / $2,414.36 PER MO.
YEAR 5: OCT 1, 2020-OCT 31, 2021	$ 30,128.43 PER YR. / $2,510.70 PER MO.
YEAR 6: OCT 1, 2021-OCT 31, 2022	$ 31,329.94 PER YR. / $2,610.83 PER MO.

(J)ADDITIONAL RENT: COMMON AREA MAINTENANCE COSTS, LANDLORD'S OPERATING EXPENSES (DEFINED IN SECTION 2 OF THE GENERAL PROVISIONS), PUBLIC UTILITIES EXPENSES FOR THE PREMISES (SPECIFICALLY EXCLUDING UTILITIES FOR THE INTERIOR RENTABLE SPACE THAT IS TO BE SETUP AND MAINTAINED BY THE TENANT), AD VALOREM REAL ESTATE TAXES, NON-AD VALOREM ASSESSMENTS, PROPERTY AND CASUALTY INSURANCE AS WELL AS ANY AND ALL OTHER AMOUNTS SET FORTH IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 2 OF THE GENERAL PROVISIONS.

(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 ITS SOLE DISCRETION.

(O)TENANT'S PROPORTIONATE SHARE:	TWENTY AND THIRTY ONE-HUNDREDTHS PERCENT (20.30%)
(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 EFFECTIVE DATE AND SHALL CONTINUE THROUGH OCTOBER 31, 2019.

(C)RENEWAL OPTION. TENANT SHALL HAVE THE OPTION UPON NOTICE GIVEN TO LANDLORD AT LEAST NINE (9) MONTHS PRIOR TO THE EXPIRATION OF THE TERM TO RENEW THIS LEASE FOR TWO (1) ADDITIONAL TERMS OF THREE (3) YEARS ON THE SAME TERMS AND CONDITIONS HEREIN SET FORTH. FAILURE TO TIMELY EXERCISE ITS OPTION SHALL BE DEEMED A WAIVER BY TENANT OF ITS OPTION TO EXTEND. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, TENANT SHALL NOT BE ENTITLED TO EXERCISE THE RENEWAL OPTION IF IT IS IN DEFAULT UNDER THE LEASE AT THE TIME THE RENEWAL OPTION IS EXERCISED. IF TENANT EXERCISES THIS OPTION THEN THE BASE RENT SHALL BE AS SET FORTH IN THE SPECIFIC PROVISIONS OF THIS LEASE. ANY SUCH RENEWAL TERM SHALL BE INCLUDED IN THE DEFINITION OF THE "TERM" AS USED IN THIS LEASE.

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 1ST DAY OF NOVEMBER, 2016 AND WILL BE $693.32 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 INWHICH 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 ONE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND NINETY-TWO CENTS ($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 ELEC1RICAL 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 its 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 INITS 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 - PERSONAL GUARANTY (IF 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:
VIP HOME NURSING AND REHABILITATION, LLC
A TENNESSEE LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE

NAME: _____
PRINT NAME HERE

TITLE: _____

DATE: _____

[*NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE*]

SUPPLEMENTAL #1

August 26, 2016
10:47 am

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___.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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___.

_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

_____ _____
LANDLORD INITIALS TENANT INITIALS

SUPPLEMENTAL #1
August 26, 2016
10:47 am

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___.

_____
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

_____ LANDLORD INITIALS

_____ TENANT INITIALS

SUPPLEMENTAL #1
August 26, 2016
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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.

SUPPLEMENTAL #1
August 26, 2016
10:47 am

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.

_____ LANDLORD INITIALS

_____ TENANT INITIALS

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]

SUPPLEMENTAL #1

August 26, 2016
10:47 am

EXHIBIT "C" – DESCRIPTION OF PREMISES

PREMISES FOR THIS LEASE INCLUDE THE FOLLOWING SUITE AND SQUARE FOOTAGE ASSOCIATED WITH THAT SUITE:

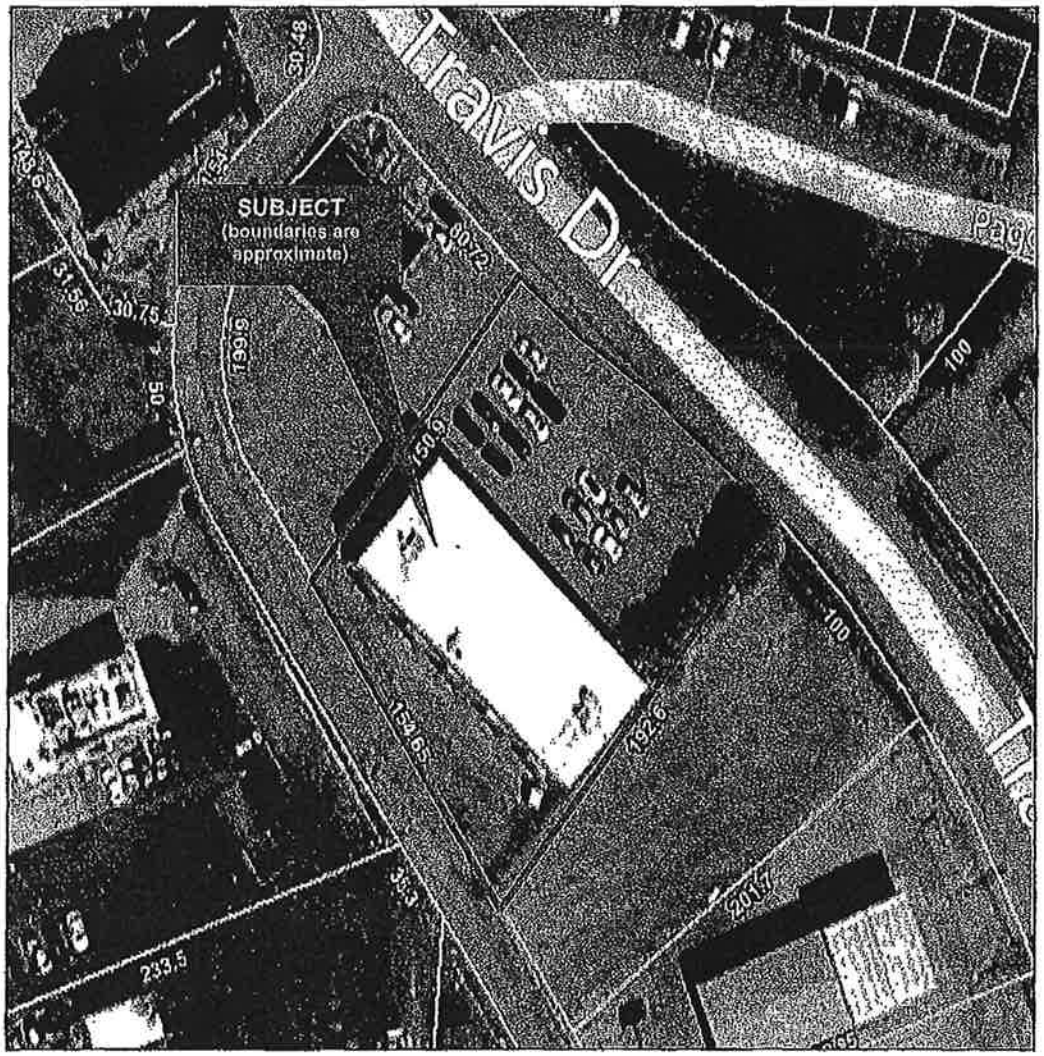
SUITES 101 AND 102: 2267 SQUARE FEET

LANDLORD INITIALS

TENANT INITIALS 88
HT

4 Section B Project Description Item III. A.
SUPPLEMENTAL #1
August 26, 2016
10:47 am
Plan

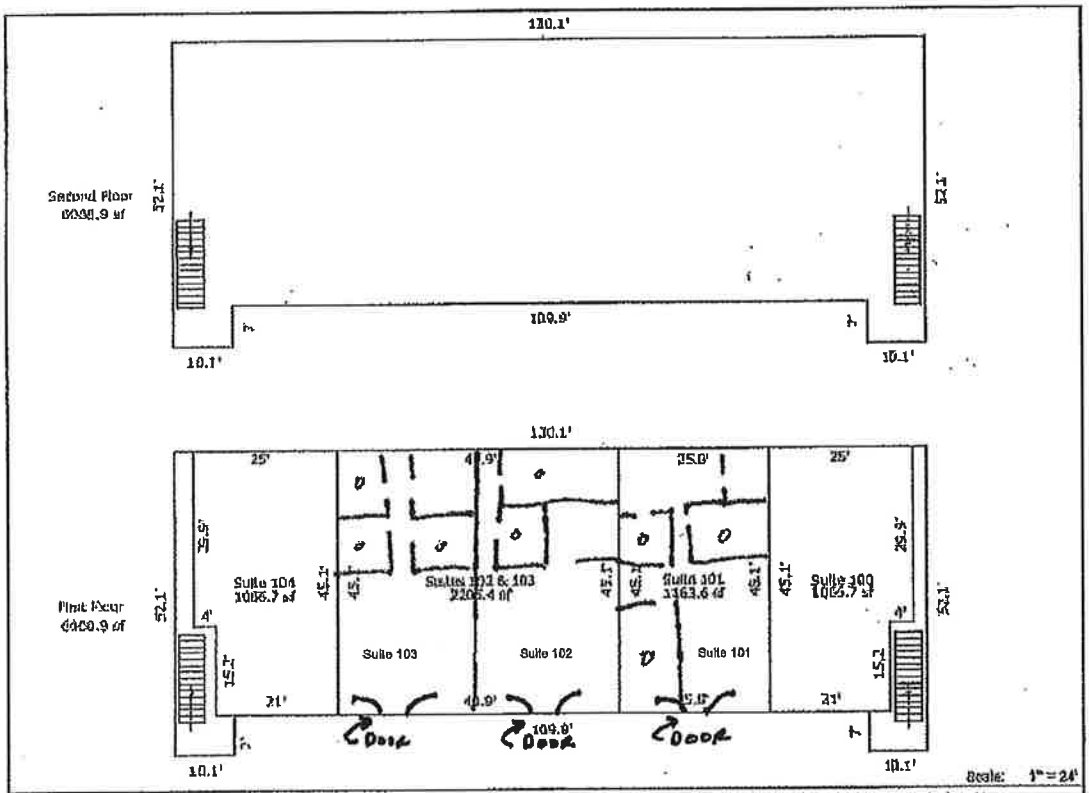
AERIAL PHOTOGRAPH



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.

5 Section B, Project
SUPPLEMENTAL #1
August 26, 2016 Item IV
10:47 am Plan

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

SUPPLEMENTAL #1
August 26, 2016
10:47 am

10. Section C, Need, Item 4 / Replacement page 20)

Section C, Need, Item 4

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

Response: The demographic area serviced by VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Home Care Services consists of both rural and metropolitan areas. The primary population of patients served by the agency 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. **See graph below:**

Demographic variable/Geographic area

County	Total Pop 2015	Total Pop 2018	Total Pop % change	Target Pop 2015	Target Pop 2018	Target Pop 2018 % change	Target pop 2018 as % of Total
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%
Service area Total	212,231	221,310	5.01%	32,668	41,820	14.43%	19.58%
TN Total	6,600,211	6,962,031	5.19%	1,016,502	1,175,143	13.40%	16.87%

SUPPLEMENTAL #1
August 26, 2016
10:47 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
Notary Public

PAM MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HICKMAN

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: __/__/__

~~91~~ 92
~~308~~

Care All

SUPPLEMENTAL #1
August 26, 2016
10:47 am

CLASSIFIEDS

Deadline: 3 p.m. Wednesday

WANTED TO BUY

WANT TO BUY—Land and timber. Will buy just timber. 662-728-0718.
25/10tp/1858/108857

HOUSES FOR RENT

HOUSE FOR RENT—3BR, 2BA, CH/A, appliances. In Centerville. Hardwood floors, newly remodeled. References required. $600 per month, plus deposit. 615-418-2896.
31/1tp/1933/109171

APARTMENTS FOR RENT

FOR RENT—1BR apartment in Lyles. Utilities and appliances furnished. $600 per month. 931-729-9353.
31/tfc/1932

FOR RENT—1-2 bedroom, as available. Barber's Apartments, 729-3772. Jerrie Wayne Barber, manager.
1/tfc/63441

HARVEST EDGE APARTMENTS—is currently accepting applications. Starting at $585 per month, includes water, sewer and trash. Call 931-670-3838 for more information, or come by the office located at 7698 Hwy. 7 in Lyles. Monday 9-5, Friday 9-5. EHO.
39/tfc/62118

FOR RENT— Efficiency apartment. 1 bathroom, stove, microwave, and fridge. Water, sewer, electric (AC & heat), & washer/dryer hookup included. Available immediately. No pets. $350 a month for one person, $400 a month for two people. References & $200 deposit required. 931-729-0768 or 931-623-0324.
28/4tc/1892

STORAGE FOR RENT

BARBER'S STORAGE—$5 and up. No deposit. Call Barber's Storage 729-3772. Visa, MC accepted. www.barberstorage.com.
38/tfc/30215

MOBILE HOMES FOR RENT

FOR RENT—Mobile home, available now, nice 2BR, new CH/A, stove and refrigerator furnished, Hwy. 100 in East Hickman area. No pets. Call 931-670-5777.
30/tfc/1911

FOR SALE

FOR SALE—1995 Chevy 1500 work truck, clean title, weak motor, $1,000. Contact 931-682-3144. Can leave message.
31/2tp/1921/109137

FOR SALE—Scrub pants, tops and jackets, med. and lg.; 2 new bar stools; dresser with mirror, chest, night stands and regulkar size head board. 931-729-5271.
31/1tp/1922/109143

SHOP 'TIL IT STOPS—Summer clothing is 25 cents each. Orange tag clothing is priced as marked. All wedding and formal wear is 50% off.
30/tfc/1919

CAR FOR SALE—2004 Chevrolet Aveo, 118,368 miles body rough. $1,000. Call 931-729-3210.
31/1tp/1917/109173

HUGE SUMMER CLEARANCE—Now in progress. All Croc brand scrubs, $5, $10, and $15. Look for red tags throughout the store. Granny's Bargain Barn, 2176 Hwy. 100, Linden. 931-589-6300.
31/4tp/1926/109163

Emergency?
Dial 911

HELP WANTED

CUSTODIAN NEEDED—In Hickman area. Must pass background and drug test. Call Debbie, 931-996-9322, between 8 and 5.
31/2tp/1931/109170

DRIVER—CDL-A, new sign-on bonus for solos and teams, paid vacation and holidays, benefits after 60 days; 100% employee owned, free retirement. We hire you to retire you. Call today. 888-543-6480.
30/2tp/1910/109125

SAINT THOMAS HICKMAN NURSING HIME—In Centerville, TN has the following opportunity available for a Registered Nurse:
FT Weekend Options, Saturday and Sunday 12 hour shifts, Premium Pay with salary range of $44,535.78 - $66,803.67 per year, in our 40 bed long term care facility. You will provide direct nursing care to residents in the long term care setting in accordance with established policies, procedures and protocols of the healthcare organization.
Interested applicants should apply at the Saint Thomas Health website at sthealth.com and go to the Careers tab. You may also call, Renee' Whatley, RN, DON at 931-729-1933 if you need assistance with the application process.
31/1tc/1927

Dave's Dozier Service
Lots cleared
Driveways cut
Underbrushing, etc.
615-207-9671

Forty-two percent of murdered women are killed by their intimate male partners. Need help? Call the Women Are Safe hotline at 729-5730.

BUSINESS SERVICES

GO TO GUY—Clean out basements, garages, yards. Painting, cleaning, yard work, almost anything. Call today 931-623-8163.
28/4tp/1884/108943

S&S SERVICES—Mowing and landscaping, leaf removal, bushhogging. Billy and Brenda Scott, Home: 931-729-4596 or Cell: 731-234-1116.
21/tfc/62838

HOME IMPROVEMENT—Remodel, repair, cabinets, counters, custom furniture, tile, floors, porches and decks. Call Billy James at 615-305-9163.
31/13tp/1924/109158/

GARAGE DOOR SALES & SERVICE—Caliber Garage Door Service will repair or replace residential and commercial garage doors and/or openers. Free estimates. 729-3564.
28/tfc/47734

YARD SALES

HUGE INSIDE FLEA MARKET—Multi-families, junk or treasures, Nunnelly Community Center, Aug. 12 and 13, 8 until ? Collectibles, antiques, glassware, pictures, quilts, toys, furniture, clothing. Mens women's kid's, all sizes. $1 a box deals.
31/1tp/1923/109157

WATKINS SHOP—104 Armory St., Centerville, TN 37033. 931-623-4167. Come in and see our line of lotions, bath oils, bodybutter, body mist spray, body scrub. We can make baskets up.
31/1tp/1928/109162

Seen something suspicious in school? Call 729-3391, ext. 1234

LOST AND FOUND

FOUND—Sat., July 30. 2 young Rottweilers. Friendly, healthy. Vicinity of Church St. in Centerville. Call to identify and claim. Hickman Humane Society, 931-729-1572. Our phone team has been having trouble getting the call so for now I am using my own homenumber.
31/2nc

MR. C's on Main Street
Lobelville, TN
CLOCK & WATCH REPAIR
(931) 593-3000
BUYING GOLD & SILVER

Perry Community Hospital
Full-Time Position Available:
•MLT or MT
(Tennessee State License or Eligible)
Please send resume or contact:
Glenda Qualls, Lab. Supervisor
Perry Community Hospital,
2715 Squirrel Hollow Drive
Linden, TN 37096
931-589-2121, ext. 8902
EOE

CLICK IT OR TICKET

Position Available

Women Are Safe, Inc., a non-profit agency serving the victims of domestic violence in Hickman, Dickson, Perry and Humphreys counties, is interviewing for the position of **Court Advocate: Hickman/Perry Counties.** Job duties involve coordinating and providing legal advocacy for the victims of domestic violence in Hickman and Perry Counties. The Court Advocate will provide information and support to victims that have filed Orders of Protection, will track and record domestic violence cases and enter data into a program database in a timely manner. The Court Advocate will rotate hotline backup duty one day each week and on weekends as assigned. The ideal candidate will have some educational or work background in a social services field; a college degree is desirable but not required. Experience with the court system would be helpful. All applicants must pass a criminal background check. This is a part-time position, and salary is DOE.

Please send a resume to wastn@bellsouth.net.

HUDGINS Auctions & Realty
Farmhouse & 10 acs - Skyview Dr - $149,900

Excellent Condition - 3BR's
Road Frontage - Skyview & Defeated Creek
Barn - Workshop - Storage Bldg
10.87 acres - New Survey
931-994-7097
To View, Call Bobby McFarlin
Next LIVE Auction.... Saturday, Oct. 1st
TennesseeBid.com (931) 994-7097 Bobby McFarlin

Seen something suspicious in school? Call 729-3391, ext. 1234

PUBLIC NOTICES

Deadline: 3 p.m. Wednesday

IN THE CHANCERY/PROBATE COURT OF HICKMAN COUNTY AT CENTERVILLE, TENNESSEE

NOTICE TO CREDITORS

ESTATE OF CLAUDE LESLIE GRIGSBY

Notice is hereby given that on the 26th day of July, 2016, Letters Testamentary (or Letters of Administration) in respect to the estate of CLAUDE LESLIE GRIGSBY, who died June 21, 2016, were issued to the undersigned by Probate Court of Hickman County, Tennessee.

All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file same 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 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

(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 first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This 26th day of July, 2016.

DORIS GRIGSBY
ADMINISTRATRIX
Estate of CLAUDE LESLIE GRIGSBY

ELIZABETH HARLOW, Clerk and Master

JERRY V. SMITH
300 N. Main St.
Dickson, TN 37055
Attorney
30/2tp/1913/109131

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 19, 2010, and the Deed of Trust of even date securing the same, recorded November 23, 2010, in Book No. 27, at Page 2177, in Office of the Register of Deeds for Hickman County, Tennessee, executed by Ricky L. England and Mary R. England, conveying certain property therein described to Frank B. Denton as Trustee for Mortgagee Electronic Registration Systems, Inc., as nominee for Primelending, A PlainsCapital Company, 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 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:

Being a parcel of land located in the Fourteenth (14th) Civil District of Hickman County, Tennessee, bounded on the North by Mobley Ridge Road, on the East by Kinzer, on the South and West by Patterson, and more particularly described as follows: Beginning at an iron rod at a fence post corner on the Southerly margin of Mobley Ridge Road, Patterson's Northeast corner as recorded in Deed Book 29, Page 375, and Kinzer's Northwest corner as recorded in Deed Book 41, Page 174; thence along Kinzer's Westerly line with a wire fence, South 39 degrees 00 minutes West 227.00 feet to an iron rod in fence; thence along new division lines severing Patterson property of which this tract is a part of, North 61 degrees 13 minutes West 153.60 feet to an iron rod; North 23 degrees 00 minutes East 227.00 feet to an iron rod on the Southerly margin of Mobley Ridge Road, 50 feet East of a fence post; thence along said right of way with a curve to the right, having a radius of 440.74 feet, a length of 219.00 feet, a chord of South 60 degrees 34 minutes East 216.75 feet to the beginning, containing 1.00 acre, more or less, according to a survey by Boyd G. Gibbs, 106 South Public Square, Centerville, TN 37033, RLS No. 1598, dated November 22, 1993.

(Legal description revised in accordance with an Attorney's Affidavit recorded on April 25, 2016, at Book 34, Page 7636.)

ALSO KNOWN AS: 2666 She Boss Road, Duck River, TN 38454

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:

RICKY L. ENGLAND
MIDLAND FUNDING LLC
MARY R. ENGLAND

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. 313859

DATED July 28, 2016

WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTY-

(continued on page B8)

SOLUTION

A	M	E	N	D		O	T	I	C		B	E	S	T
R	O	D	E	O		R	U	D	E		R	A	P	E
M	O	D	A	L		I	T	E	M		A	R	I	A
S	T	O	R	E	H	O	U	S	E		I	N	K	S
			F	U	N			T	A	N	S	Y		
B	E	D	B	U	G		W	R	E	N	S			
A	T	O	L	L		D	O	O	R	S	T	O	P	S
L	U	L	U		L	O	U	S	Y		O	L	E	O
L	I	T	E	R	A	L	L	Y		I	R	I	A	L
		J	A	W	E	D		D	E	M	O	T	E	
G	W	A	Y	S			S	O	T					
L	A	T	C		U	N	S	C	R	A	M	B	L	E
O	I	N	K		I	O	W	A		N	A	I	A	D
O	G	E	E		I	S	A	R		U	N	D	I	G
M	A	S	T		S	E	T	S		S	E	E	D	Y

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:

VP Home Nursing & Rehabilitation Service, LLC D/B/A CareAll Home Care Services (Name of Applicant) — Home Health Agency (Facility Type/Listing)

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 PROJECT DESCRIPTION (BEGINS HERE): VP Home Nursing and Rehabilitation Service, LLC D/B/A CareAll Home Care Services located at 4016 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 [illegible] "Branch" service area of the parent company of Maxim Healthcare LLC, D/B/A CareAll Home Care Services. Employee home care services will not be affected, and no new staffing will be required as service delivery is not [illegible]. The project does not impact patient care. Involves no construction or capital expenditure, the acquisition or modification of any item of major medical equipment. Anticipated cost of the project is $21,[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) — 135 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.

93
~~98~~
280

SUPPLEMENTAL #1

August 26, 2016
10:47 am

The Wayne County News

WAYNESBORO, TENNESSEE

State of Tennessee, Wayne County:

I, Lyn Colton, 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, 2016 and ending with the issue of Aug 10, 2016

Lyn Colton

Subscribed and sworn to before me, a Notary Public, in and for said county and state, this 23rd day of August, 2016

Kathy A Brown Notary Public

My commission expires 7-23, 2018

10	inches/words	$ 54.00
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$
	inches/words	$

Total Publication Fees Due $ 54.00

Notification & Invoice - VIP

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~~93~~

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 DBA 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 DBA 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 Elise 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.

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

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

MAXXGUARD
For info 731-427-7222
www.maxxguard.com

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

A warm 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

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 DBA 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 102, 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 731-587-2966.

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.

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

95
~~94~~
~~281~~

SUPPLEMENTAL #1

AFFIDAVIT OF PUBLICATION

August 26, 2016
10:47 am

0001478825
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:

08/10/16

Jackie Cooper

Subscribed and sworn to before me this 10 day of August 2016

Angela Murray
Notary Public

ANGELA MURRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-6-2020

Affidavits Requested:

1

0001478825NOTIFICATIONOFINTENTTOAPPLYFORACE
Re: Cert of Need-VIP Home Nursing/Rehab

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 700 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. 22' W 172 FEET TO AN IRON PIN STAKE; THENCE WITH THE SOUTH BOUNDARY OF SAID ROAD, THENCE WITH A BLAZED LINE N 89 DEG. 00' E 202 FEET TO AN IRON STAKE IN A FENCE LINE, STORY'S WEST BOUNDARY LINE; THENCE WITH STORY 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 260, PAGE 5, 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 716 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 068E 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, AS REQUIRED BY 26 U.S.C. 7425, T.C.A. 67-1-1433, AND 26 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) 254-4400
www.phillipjoneslaw.com
File-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 5, 2008, executed by SONIA WILSON, A SINGLE WOMAN, to CHARLES 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, 8201 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. 37 ON THE PLAN OF RIVER GLEN, PHASE 7, OF RECORD AS INSTRUMENT NO. 20040312-0038938, AND AS 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 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. 20040713-0068347, 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. 200812180121299, DATED DECEMBER 5, 2008, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
THIS IS IMPROVED PROPERTY KNOWN AS 2626 RIVER MEADE WAY, NASHVILLE, TENNESSEE 37214.
MAP & PARCEL 052 13 00 266.00
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 THE FORECLOSURE SALE, THE ENTIRE PURCHASE PRICE IS DUE AND PAYABLE AT THE CONCLUSION OF THE AUCTION IN THE FORM OF A CERTIFIED/CASHIER'S CHECK MADE PAYABLE TO OR ENDORSED TO LAW OFFICE OF J. PHILLIP JONES. NO PERSONAL CHECKS WILL BE ACCEPTED. TO THIS END, YOU MUST BRING SUFFICIENT FUNDS TO OUTBID THE HIGHEST 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.
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 WAY, NASHVILLE, TENNESSEE 37214.
J. PHILLIP JONES/ JESSICA D. BINKLEY, Substitute Trustee
1800 HAYES STREET
NASHVILLE, TN 37203
(615) 254-4400
www.phillipjonesiaw.com
File-0652
RUN: Aug 3, 10, 17 2016

Continued on next column

Continued from last column

Continued from last column

With Cars.com on TV Now, you search for new or used vehicles by make, model, price and more.
cars.com

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CAREER BUILDER
Check out the newCareerBuilder.com

Auctions | 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-40 East to Briley Parkway Exit # 215B, Take Briley Pkwy. North 3 ½ miles to exit # 18 Right on 2 Rivers Parkway to McGavock Pike left ½ mile to Autumn Chase Dr.
Real Estate Selling First at 10:30 AM: This spacious, 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 stainless steel appliances, 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 19 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 rare conveniently located to Opry Mills, Briley Parkway, I-40, I-65, and I-24
Personal Property: Dining room table and chairs, kitchen island, stools, upholstered chairs, wood and 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 mirror, chifferobe, half-bee, 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 Dunbanger, NMLS # 447347 at 615-547-5501 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 • NASVILLE

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
AUCTIONEERS & REAL ESTATE BROKERS
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www.JamesRCash.net | #5802

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 in Bidders' Plan Deposit 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. 316014-01-2015. Bids Received At: William R. Snodgrass Tennessee Tower, Conference Center North, Room 1-126 (Conference Room G), 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., 301 Industrial Boulevard, Tullahoma, Tennessee 37388; Contact: Tim Little, Phone: (931) 454-9940. 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:
Moxlite 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 home care office from 900 Nashville Highway, Columbia, TN, Maury County to 4015 Travis Drive, Suite 103, Nashville, TN. Davidson County. Moxlite 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, Dickson, Williamson, RUtherford, Sumner, Wilson, Robertson and Cheatham counties. This relocation will occur with the surrender of the counties of Maury, Giles, Lawrence, 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 motor 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) 587-5996
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

10:47 am

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 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 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. Weekend and holiday work 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 20 and 34.
Apply on line for the full time night shift opening at http://bit.ly/1ATIPm4
Apply on line for the part time night and day openings at http://bit.ly/1RLS6UK
Or call 615-259-8131 or email cruiken@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 interrupted and outstanding news organizations with close roots in 92 local communities, 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.
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, religion, 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.
5700 Brickmont Drive-Nashville
Brick Home-Corner Lot-Convenient Location
Sevier-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. Taxes to be prorated. Seller to provide a quit claim deed. Title insurance will not be available due to the fact the property was purchased at a tax sale in 2014.
Wally Gilliam Realty & Auction
www.gilliamrealtyandauction.com
Wally Gilliam Realty & Auction
Private & Auction Sales
P.O. Box 7926 • Portland, TN 37148
615-325-4597
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Announcements made day of sale take precedence of any advertising

Public Notices | 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 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 $225,387. 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.

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 add the 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 accomplished with the surrender of these six counties, including Maury, Giles, Lawrence, Wayne, Lewis, and Hickman from the licensed service area of the sister company of Moxlite 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 motor 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) 587-5996
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.

97
96
282

SUPPLEMENTAL #1
August 26, 2016
10:47 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 21.00"

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.

VICKIE L. WOODY
STATE OF TENNESSEE
NOTARY PUBLIC

MY COMMISSION EXPIRES:
JUNE 25, 2017

SUPPLEMENTAL #1

LEGALS

August 26, 2016
10:47 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)626-8980 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

SUMMER SAVINGS

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
Licensed by the TN Dept. of Revenue
NMLS# 790321

Houses Unfurnished

HOUSE FOR RENT. North Columbia. Jackson Heights Subdivision. 2/3 Bedrooms. NO PETS. $1,000 month. $1,000 deposit. (615)794-992L.

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.

OUT

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)363-3349.

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)454-9165.

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: 1GNEK18K0RJ354921. 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 CARS. 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
Latelsha 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

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

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 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:

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Aug. 10 1tc

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.

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

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283

SUPPLEMENTAL #1
August 26, 2016
10:47 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Weakley

NAME OF FACILITY: VIP Home Nursing and Rehabilitation Service, LLC
dba Care All 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 25th 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 24, 2017

HF-0043

Revised 7/02

Supplemental #2
-Original-

VIP Home Nursing and Rehab Services dba CareAll Home Care Services

CN1608-028

SUPPLEMENTAL #2

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
11:12 am

August 29, 2016

Mary Ellen Foley
Project Director
CareAll Management, LLC
326 Welch Road
Nashville, TN 37211

RE: Certificate of Need Application CN1608-028
VIP Home Nursing and Rehabilitation Services d/b/a CareAll Home Care Services

Dear Ms. Foley,

This will acknowledge our August 26, 2016 supplemental response for a Certificate of Need for the addition of six counties (Maury, Giles, Lawrence, Wayne, Lewis, and Hickman) to the existing 22 county licensed service area of VIP Home Nursing and Rehabilitation Services d/b/a CareAll Home Care Services located at 4015 Travis Drive, Suite 102, Nashville, TN 37211.

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, 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. 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 25 of the application, the applicant appears to project to serve 339 patients in Year One and 357 patients in Year Two.

Response:

	Year One per Patient 2017	Year Two per Patient 2018
Average Gross Charge (Gross charges/total cases)	$17,004	$17,591
Average Deduction (Total Deductions/total	$330	$342

cases)		
Average net Charge Total Net Operating Revenue/total cases)	$16,674 $587	$17,249 $948

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 18, 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. э 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

SUPPLEMENTAL #2
August 30, 2016
11:12 am

HSD Examiner

SUPPLEMENTAL #2
August 30, 2016
11:12 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Weakley

NAME OF FACILITY: VIP Home Nursing and Rehabilitation Service, LLC dba CareAll Homecare 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 29th day of August, 2016, witness my hand at office in the County of Weakley, State of Tennessee.

Rita S. Janes
NOTARY PUBLIC

RITA S. JANES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WEAKLEY
My Commission Expires May 22, 2019

My commission expires 5/22, 19.

HF-0043

Revised 7/02