State of Tennessee
Health Facilities Commission
502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

March 4, 2026 Sent Via Email

Canterfield of Oak Ridge
c/o Kadeja Watts (kadeja.watts@agg.com)
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

Facility Type: Assisted Care Living Facility
License Number: 399

Dear Kadeja Watts:

It is my pleasure to inform you that your application for change of ownership of Canterfield of Oak Ridge located at 200 Bus Terminal Road, Oak Ridge, Tennessee 37830 has been initially approved effective November 1, 2025. The license number shall be 399. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for March 25, 2026. **You are hereby authorized to commence operation pending the final decision of the Commission**. No further action is necessary on your part currently.

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

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

Please contact me if I can be of further assistance.

Sincerely,

Maddison Fauth

Maddison Fauth, ASA II
Health Facilities Commission
Phone: 615-741-7300
Email: Maddison.Fauth@tn.gov

cc: East Tennessee Regional Office

State of Tennessee
Health Facilities Commission
Andrew Jackson State Building
502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

January 29, 2026 REVISED Sent Via Email

Canterfield of Oak Ridge
c/o Kadeja Watts (kadeja.watts@agg.com)
171 17th Street NW, Suite 2100
Atlanta, GA 30363-1031

Facility Type: Assisted Care Living Facility
License Number: 399

Dear Kadeja Watts:

It is my pleasure to inform you that your application for change of ownership of Canterfield of Oak Ridge located at 200 Bus Terminal Road, Oak Ridge, TN 37830 has been initially approved effective November 1, 2025. The license number shall be 399. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for February 25, 2026. **You are hereby authorized to commence operation pending the final decision of the Commission**. No further action is necessary on your part currently.

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

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

Please contact me if I can be of further assistance.

Sincerely,
Eddie J. Stewart
Eddie J. Stewart
Health Facilities Program Manager
Health Facilities Commission
Licensure and Regulation

cc: East Tennessee Regional Office

State of Tennessee
Health Facilities Commission
502 Deaderick Street, 9th Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

January 7, 2026 Sent Via Email

Canterfield of Oak Ridge
c/o Kadeja Watts (kadeja.watts@agg.com)
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

Facility Type: Assisted Care Living Facility
License Number: 399

Dear Kadeja Watts:

It is my pleasure to inform you that your application for change of ownership of Canterfield of Oak Ridge located at 200 Bus Terminal Road, Oak Ridge, Tennessee 37830 has been initially approved effective November 1, 2025. The license number shall be 399. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for January 28, 2026. **You are hereby authorized to commence operation pending the final decision of the Commission**. No further action is necessary on your part currently.

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

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

Please contact me if I can be of further assistance.

Sincerely,

Maddison Fauth

Maddison Fauth, ASA II
Health Facilities Commission
Phone: 615-741-7300
Email: Maddison.Fauth@tn.gov

cc: East Tennessee Regional Office

Received 10/9/2025
ETRO
App #16507

HFC

ASSISTED CARE LIVING FACILITY
APPLICATION FOR CHANGE OF OWNERSHIP

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

Name of the Facility/Agency The Glen at Oak Ridge

Location of the Facility

Street 200 Bus Terminal Road City Oak Ridge

County Anderson State Tennessee Zip 37830

Telephone Number (865) 425-9966 Fax Number (865) 813-0864

Twenty-four (24) Hour Emergency Telephone Number ( ) 615-881-2548

E-Mail Address cynthia@canterfieldofoakridge.com

Total Bed Capacity 96

Does the facility have a secured unit? Yes No Number of Secured Beds 22

Administrator Information

Administrator Cynthia Dale Fisher

Certificate number or Nursing Home Administrator Number 2664

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

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

Location of Conviction_____ Date _____
(City) (County) (State)

Mailing address if different from the Facility location address

Name_____

Street_____

City_____ State_____ Zip_____

Ownership of Building

Name VTR Oak Ridge, LLC Telephone Number (502) 357-9000

Street 500 North Hurstbourne Parkway, Suite 200

City Louisville State Kentucky Zip 40222

FEE SCHEDULE (FEES ARE NON-REFUNDABLE)

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

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

OWNERSHIP OF BUSINESS

1. a. Check the type of Legal Entity:

Individual_____Partnership_____Corporation_____Limited Liability Company __X__

Church Related_____Government/County_____Other _____

b. Check One: __X__For Profit _____Non-profit

c. Legal Entity checked in 1.a:

Name VOP Oak Ridge, LLC Phone Number (502) 357-9000

Address 500 North Hurstbourne Parkway, Suite 200, Louisville, KY 40222

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

See Attached Officer Listing

Name Street City, State, Zip

Name Street City, State, Zip

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

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

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

2. a. In accordance with Rule 0720-26-.03, is this CHOW a lease of operation? Yes_____ No __X__

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

Name N/A Phone Number ( )

Address

3 a. Is your facility/organization accredited by a **federally approved** accrediting body including but not limited to JCAHO, CARF, etc.? **Provide proof of accreditation.**

Yes_____ No __X__ Expiration Date

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

5. If you have a parent company, please provide the information:

Name VTR SRM Holdco, LLC Telephone Number (502) 357-9000

Address 500 North Hurstbourne Parkway, Suite 200, Louisville, KY 40222

6. a. If a corporation, is there a holding company? Yes _____ No _____ N/A. The Licensee entity is an LLC.

b. If yes, list the name, address, and phone number of the holding company:

Name N/A Phone Number (____) _____

Street _____

City _____ State _____ Zip _____

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

b. If yes, list names and addresses of all such facilities:
Anthem Lakes Waterview Senior Living (905 Assisi Lane, Jacksonville, Florida 32233) and Seagrass Village of Fleming Island (1949 E West Pkwy, Fleming Island, FL 32003)
*Per guidance from the Tennessee Health Facilities Commission, the facilities disclosed are based on ownership by the direct parent entity of the licensee applicant.

8. a. Do you have a contract with a management firm to operate this facility? Yes X No _____

If yes, specify dates: From [redacted]n [redacted]e MF October 1, 2025 To December 31, 2029

b. If yes, please specify name of firm: SRI Management, LLC

Phone Number (850) 583-7990

2573 Barrington Circle Tallahassee FL 32308
Street City State Zip

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

a. Licensure

i) Denied a license? Yes _____ No X

ii) Had a license suspended or revoked by any state licensure agency? Yes _____ No X

iii) Been subject to a final order or judgment in a state licensure action? Yes _____ No X

b. Convictions

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

c. Exclusion

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

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

d. Termination/Suspension

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

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

e. Fraud and Abuse

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

f. Corporate Integrity Agreement

i) Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes_____ No X

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

g. Bankruptcy

i) Filed bankruptcy under any provision of the United States Bankruptcy Code? Yes_____ No X

h. Civil Monetary Penalty (CMP)

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

Failure to provide true and correct copies of any documents related to the items list in 9(a-h) listed above may be grounds for referral of the application for special consideration, and/or may be grounds for disciplines.

If the applicant answered "Yes" to any of the questions (a)-(h) above, please provide copies of any documentation associated with the event and/or sanction. The documentation should provide the Health Facilities Commission with sufficient information regarding the nature of the event and/or sanction, the current status of the issue, as well as details regarding what corrective action shave been implemented (as applicable).

VERIFICATION BY NOTARY PUBLIC

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

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

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

Applicant Signature	Title	Date
	President of VOP Oak Ridge, LLC	09/11/2025

STATE OF ILLINOIS

County of COOK

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

Subscribed to and sworn to on this 11th day of September 2025
Month Year

Notary Public: _____

My commission expires: 01/13/2027

OFFICIAL SEAL
SAM J. CRAIN
Notary Public, State of Illinois
Commission No. 964991
My Commission Expires
January 13, 2027

VOP Oak Ridge, LLC Ownership Diagram

*Further indirect ownership information available upon request.

Entity Name: VOP Oak Ridge, LLC

Name	Title	Title Role
Cummings, Christian N.	President	Officer
Smith, Michael A.	Chief Financial Officer	Officer
Wood, Brian K.	Vice President and Treasurer	Officer

HFC

CHANGE OF OWNERSHIP (CHOW) APPROVAL/DENIAL FORM

(For Health Facilities Commission USE ONLY)

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

Facility Type: ACLF County: Anderson

Facility Name (Current D/B/A): Canterfield of Oak Ridge

Facility Name (New D/B/A if applicable): _____

Street Address: 200 Bus Terminal Rd

City/State/Zip Code: Oak Ridge, TN. 37830

Health Licensure Last Survey Date: 12/18/2024 (Annual) or Complaint (circle one) Survey

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

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

Number of Outstanding Complaint(s): 1

Date(s) of Outstanding Complaint(s): 10/17/2025

Life Safety Last Survey Date: 10/14/2024 (Annual) or Complaint **(circle one)** Survey

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

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

Number of Outstanding Complaint(s): _____

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

Approved: ✓ Denied: _____

Reason for denial: _____

Recommended CHOW Approval Date: November 1, 2025

Regional Administrator Signature _____ Date 10/30/25

Rev 5/12/2024

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

Attorney/Work Product - Privileged and Confidential

OFFICE OF LEGAL SERVICES MEMORANDUM

DATE: October 28, 2025

TO: Nathaniel Flinchbaugh
Lisa Williams

FROM: Maddison Fauth

SUBJECT: CHOW

A change of ownership is to occur on December 7, 2025, for Canterfield of Oak Ridge located at 200 Bus Terminal Road, Oak Ridge, Tennessee 37830 (ACLF License 399). This facility is currently owned by Canterfield of Oak Ridge,
LLP dba Canterfield of Oak Ridge. The change of ownership applicant is VOP Oak Ridge, LLC dba The Glen at Oak Ridge.

Please review your files to determine if there have been any disciplinary action(s) rendered or open cases in the Office of Legal Services for the current licensed facility/owner.

To complete the recommendation for change of ownership, please indicate below approval or denial with rationale for denial.

Approval: X

Denial: _____

Denial Rationale: _____

OLS Representative Signature: Nathaniel L Flinchbaugh, Esq

Date: November 3, 2025

If you have any questions, please call me at 615-741-7300.

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

DIVISION OF LICENSURE AND REGULATION MEMORANDUM

DATE: January 7, 2026

TO: HEALTH FACILITIES COMMISSION

SUBJECT: CHOW OUT OF STATE VERIFICATION SUMMARY

To streamline the Change of Ownership Package(s) for Canterfield of Oak Ridge for the Commission's ratification, the following out of state verifications summary of results are listed below:

Florida (In Compliance)

Canterfield of Oak Ridge
A Retirement Community Rich in Lifestyle

Tennessee Health Facilities Commission
Division of Health Licensure and Regulation
Office of Health Care Facilities
Attn: Mr. Eddie Stewart
665 Mainstream Dive, Second Floor
Nashville, Tennessee 37243

Re: Notice of Intent to Transfer Ownership of Assisted Care Living Facility Canterfield of Oak Ridge (Licensee No. ACL0000000399)

Dear Mr. Stewart,

The purpose of this letter is to notify you of a proposed transfer of ownership of Canterfield of Oak Ridge (the "Facility"), located at 200 Bus Terminal Road, Oak Ridge, Tennessee 37830. The change of ownership is anticipated to occur on or about December 7, 2025, or earlier if regulatory approval is received. Please accept this letter as confirmation of Canterfield of Oak Ridge, LLP's intent to transfer ownership of the Facility to VOP Oak Ridge, LLC. Thank you for your attention to this matter.

Sincerely,

Canterfield of Oak Ridge, LLP

WA Porter

Winston A. Porter, JR
Manager

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged, as of November 1, 2025 (the "**Effective Date**"), the undersigned, **CANTERFIELD OF OAK RIDGE, LLP**, a Georgia limited liability partnership ("**Assignor**"), hereby sells, transfers, assigns and conveys to **VOP OAK RIDGE, LLC**, a Delaware limited liability company ("**Assignee**"), all right, title and interest of Assignor in and to the "Personal Property", the "Occupancy Agreements", the "Contracts" and the "Intangible Property", as each of the foregoing is defined in that certain agreement ("**Purchase Agreement**") captioned "PURCHASE AGREEMENT" dated as of June 6, 2025, by and between Assignor and Ventas Healthcare Realty, LLC, a Delaware limited liability company, as heretofore amended and assigned to Assignee, by and between Assignor and Assignee, providing for, among other things, the conveyance of the Personal Property, the Contracts, the Intangible Property, and the Occupancy Agreements (other than the Excluded Property). Additionally, effective as of the Effective Date, each of Assignor and Assignee agree and acknowledge that all right, interest and title to the right and responsibility for the operation of the personal care home facility known as The Villas at Canterfield, located at 815 Atlanta Highway, Cumming, Georgia 30040, have transferred to Assignee. Unless otherwise defined herein, all terms used in a capitalized manner herein shall have the meaning set forth in the Purchase Agreement.

The covenants, agreements, representations, warranties, indemnities and limitations provided in the Purchase Agreement with respect to the property conveyed hereunder (including the limitations provided in Sections 9 and 10 of the Purchase Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns.

Assignee hereby accepts the foregoing assignment as of the Effective Date and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor under the Personal Property, the Contracts, the Intangible Property, and the Occupancy Agreements (other than the Excluded Property), to the extent the same arise or accrue on or after the Effective Date.

The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Said property is conveyed "as is" without warranty or representation, except as expressly provided in (and subject to the limitations of) the Purchase Agreement.

This instrument may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one or more of such counterpart signature pages; all of such signature pages shall be read as though one, and shall have the same force and effect as though all of the signers had signed a single signature page. The exchange of signature pages by facsimile or portable document format (PDF) transmission or electronic signature shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties

transmitted by facsimile or portable document format (PDF) or electronic signature shall be deemed to be their original signatures for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale, Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR:

CANTERFIELD OF OAK RIDGE, LLP,
a Georgia limited liability partnership

By: Oak Ridge Healthcare Associates, LLC,
a Georgia limited liability company,
its Managing Partner

By: Dusty D. Dog Holdings, LLC,
a Georgia limited liability company,
its Manager

By: _____
Winston A. Porter, Jr., its Manager

[Signatures continue on following page]

Docusign Envelope ID: 2A5E4F0B-1901-4FD9-891A-C5C99C4AF06A

ASSIGNEE:

VOP OAK RIDGE, LLC,
a Delaware limited liability company

By: Signed by: 61654380F197420...
Name: Christian N. Cummings
Title: President

INTERIM MANAGEMENT AGREEMENT

THIS INTERIM MANAGEMENT AGREEMENT (this "**Agreement**") is entered into this 1st day of October, 2025 (the "**Effective Date**"), by and between the party identified as the "Licensee" on the signature page hereto ("**Licensee**"), and the party identified as the "Manager" on the signature page hereto ("**Manager**"). Each of Licensee and Manager shall be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

WHEREAS, the party identified as the "Owner/Landlord" on **Schedule A** attached hereto ("**Owner**") owns that certain real property located at the address identified as the "Property Address" on **Schedule A**, on which that certain senior living community commonly known by the "Facility Name" identified on **Schedule A** is located (the "**Facility**").

WHEREAS, Owner, as landlord, leases the Facility and certain related property set forth therein (the "**Leased Property**") to the party identified as "Tenant/Sub-Lessor" on the signature page hereto ("**Sub-Lessor**"), pursuant to that certain Lease and Security Agreement dated as of the Effective Date.

WHEREAS, Sub-Lessor and Licensee, as "Sub-Lessee", have entered into that certain Interim Sublease dated as of the Effective Date (the "**Interim Sublease**"), whereby Sub-Lessor subleases the Leased Property to Licensee pending the issuance of the New License (as defined in the Interim Sublease) to Sub-Lessor. A copy of the Interim Sublease has been provided to Manager.

WHEREAS, Licensee wishes to engage Manager to assume all day to day operating responsibility as permitted by law for the Facility.

WHEREAS, Manager has considerable experience in managing senior living facilities and wishes to assume all management responsibility for the Facility.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Licensee hereby engages Manager as the sole manager of the Facility and Manager hereby accepts such engagement.

2. To the fullest extent permitted by applicable law, Manager shall be solely responsible for all day to day management of the Facility, including but not limited to, employing, training and supervising all personnel and managing the Facility in accordance with applicable laws and regulations and Manager's standard practices. Subject to any obligation Licensee may have pursuant to Section 3 of this Agreement, it is expressly understood and agreed that, from and after the Effective Date Licensee shall have no obligations whatsoever with respect to the payment of costs, expenses or charges of any kind or nature in connection with the Facility, including, without limitation, maintenance,

repair, refurbishing, insurance premiums, taxes, utilities or any other charges or expenses relating to the Facility, or for any debt service payable on any financing on the Facility and that, subject to the Final Management Agreement (as defined below), Sub-Lessor shall be responsible for all of the foregoing and all other obligations relating to the Facility. Subject to any obligation Licensee may have pursuant to Section 3 of this Agreement, without limiting the generality of the foregoing, Licensee shall have no responsibility for the condition of the Facility, including without limitation, for any repairs or for insuring the Facility, and Sub-Lessor shall bear the risk of any condemnation or eminent domain proceeding and shall bear the entire risk of any fire or other casualty or damage to or destruction of any or all of the Facility that occurs after the Effective Date. The performance of all activities by Manager hereunder shall be on behalf of Licensee. To the extent required by applicable law, Licensee and its governing board retain ultimate authority and legal responsibility for the operation and control of the Facility. By entering into this Agreement, Licensee does not delegate to Manager any powers, duties or responsibilities that Licensee is not authorized by law to delegate. Commencing as of the Effective Date, Manager shall comply with, and manage the Facility in accordance with, and be entitled to all of the benefits of, the terms of that certain Property Management Agreement entered into by and between Manager and Sub-Lessor as of the Effective Date (the "**Final Management Agreement**") as though the Final Management Agreement were in full force and effect as of the Effective Date. Sub-Lessor shall be a beneficiary of the provisions of this Section 2 and the other provisions of this Agreement and shall be entitled to enforce any and all of the provisions of this Agreement against Manager. Licensee, at no cost or expense to Licensee, shall reasonably cooperate with Manager in the performance of Manager's responsibilities.

3. Manager shall be responsible for day to day management of the Facility, with no compensation paid by Licensee and at no expense to Licensee (it being understood that compensation and expenses are covered in the Final Management Agreement) from and after the Effective Date, and shall manage the Facility in such a way as to allow Licensee to perform any obligations and responsibilities it may have under applicable law as holder of the Existing License (as defined in the Interim Sublease). Upon request by Manager or Owner or Sub-Lessor or if otherwise required in writing by the applicable licensing authority, Licensee agrees to timely perform said obligations and responsibilities to the extent that such obligations must be performed by the holder of the operating license for the Facility (and may not be performed by Owner, Manager or any other party on Licensee's behalf), if any, and at no expense to Licensee, during the term of this Agreement. Manager shall also be responsible for the calculation of "Cash Flow," the handling and payment of Cash Flow, and the payment of rent and the "Retained Sum" to Sub-Lessor and Licensee, respectively, pursuant to Section 3 of the Interim Sublease.

4. This Agreement shall remain in effect until such time as the Interim Sublease terminates (such date, the "**Termination Date**") and shall terminate automatically and immediately upon the termination of the Interim Sublease. Upon the termination of this Agreement, the parties hereto shall be released from all liabilities and obligations hereunder except any obligations that expressly survive the expiration of the Term as provided in this

Agreement. This Agreement may not be amended or modified except in writing, upon the prior written consent of Sub-Lessor and signed by Licensee and Manager.

5. In any instance in which Licensee is required to perform any obligations or responsibilities as the holder of the Existing License under applicable law, Manager shall cooperate with and take direction from Licensee (at no cost or expense to Licensee), to the extent actually required for Licensee to perform its obligations and responsibilities and have such control as is required under applicable law by the holder of the Existing License.

6. During the term of this Agreement and the Interim Sublease, Manager shall not permit (i) any material amendment to the Final Management Agreement; or (ii) the termination of the Final Management Agreement without replacing the Final Management Agreement with a comparable agreement containing substantially the same terms as the terminated Final Management Agreement (in each case unless otherwise agreed to by Licensee in writing, in Licensee's sole discretion).

7. Manager agrees to manage the Facility in accordance with the Final Management Agreement including with respect to any written communications received from the applicable governmental agency(ies) that have issued any Existing License relating to the Facility during the term of this Agreement.

8. Manager shall comply with all applicable legal requirements in any material respect applicable and pertaining to the Facility and the Existing License during the term of this Agreement and shall cooperate and assist Licensee (at no cost or expense to Licensee) with any actions as may be required for Licensee to comply with such requirements.

9. Notwithstanding anything to the contrary in this Agreement, (i) Manager acknowledges receipt of the Interim Sublease and (ii) solely to the extent permitted by law, Licensee and Manager agree that Licensee is acting as an agent of Sub-Lessor with respect to this Agreement. During the term of this Agreement, Licensee and Manager agree for U.S. federal (and applicable state and local) income tax purposes that Sub-Lessor will be paying directly to Manager all amounts due to the Manager under this Agreement, and Licensee and Manager will not take any position inconsistent with such treatment, in any tax return, tax audit or otherwise, unless otherwise required by a final determination under Section 1313 of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, nothing contained herein or in the Interim Sublease shall permit Sub-Lessor to engage in any conduct nor exercise any authority that would require Sub-Lessor to hold a license as an operator of the Facility.

10. Sub-Lessor shall defend, indemnify, and hold harmless Licensee and its members, officers, directors, shareholders, affiliates, representatives and advisors, from and against any and all demands, claims, losses, liabilities, actions, proceedings and expenses (including, without limitation, reasonable attorneys' fees) ("**Losses**") incurred by any of the foregoing indemnified parties in connection with this Agreement (including without limitation Losses resulting from (i) any breach on the

part of Manager or any replacement thereof and the physical condition of the Facility, or (ii) a loss of the Existing License due to the acts or omissions of Sub-Lessor or Manager), except to the extent solely due to the gross negligence or willful misconduct of any of the foregoing indemnified parties. The provisions of this Section 10 shall survive the termination or expiration of the term of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Interim Management Agreement as of the Effective Date hereof.

LICENSEE:

CANTERFIELD OF OAK RIDGE, LLP,
a Georgia limited liability partnership

By: Oak Ridge Healthcare Associates, LLC,
a Georgia limited liability company,
its Managing Partner

By: Dusty D. Dog Holdings, LLC,
a Georgia limited liability company,
its Manager

By: _____
Winston A. Porter, Jr., its Manager

[Signatures continue on following page]

MANAGER:

SRI MANAGEMENT LLC, a Florida
limited liability company

By: _____
Name: Don W. Bishop
Title: CEO

[Signatures continue on following page]