



State of Tennessee  
Health Facilities Commission  
Andrew Jackson State Building  
502 Deaderick Street, 9<sup>th</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hfc](http://www.tn.gov/hfc) Phone: 615-741-7221

April 2, 2026

Sent Via Email

Jamie Robinson ([dana@newhopeseniorliving.com](mailto:dana@newhopeseniorliving.com))  
New Hope at Hogans Branch  
3225 McLeod Drive  
Las Vegas, Nevada 89121

Facility Type: Home for the Aged  
License Number: 633

Dear Jamie Robinson:

It is my pleasure to inform you that your application for change of ownership of New Hope Senior Living LLC located at 1333 Hogans Branch Road, Hendersonville, TN 37075 has been initially approved effective, December 18, 2025. The license number shall be 633. 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 April 22, 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](mailto:Maddison.Fauth@tn.gov)

cc: West Tennessee Regional Office



Lic # 633  
 Appl# 9186  
 WTRO/ITSD/PR  
 emailed 1/27/2026 (ejs)

JAN 09 2026

**HOMES FOR THE AGED TIER 2**

**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 New Hope Senior Living

**Location of the Facility:**

Street 1333 Hogans Branch Rd City Hendersonville

County Sumner State TN Zip 37075

Phone Number ( ) 615-431-1430 Fax Number ( ) 615-880-9990

Twenty-four (24) Hour Emergency Phone Number ( 205 ) 332-0936

E-Mail Address newhopeathogansbranch@gmail.com

Total Bed Capacity 14

**Administrator Information:**

Administrator Angela Gray

Certificate number or license number if licensed as a Nursing Home Administrator in Tennessee 4109

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, fraud)? Yes \_\_\_\_\_ No x

If yes, what charge(s)? \_\_\_\_\_

Location of Conviction \_\_\_\_\_ Date \_\_\_\_\_  
(City) (County) (State)

**Mailing address if different from the Facility location address:**

Name New Hope at Hogans Branch

Street 3225 McLeod Drive

City Las Vegas State NV Zip 89121

**Ownership of Building:**

Name Crimson Falls LLC Phone Number ( 205 ) 332-0936

Street 3225 McLeod Drive

City Las Vegas State NV Zip 89121

**FEE SCHEDULE: (FEES ARE NON-REFUNDABLE)**

<u>Bed Capacity</u>	<u>Fee</u>	<u>Bed Capacity</u>	<u>Fee</u>
1 thru 3	Not Licensed	75 thru 99	\$1,820
4 thru 5	\$ 390	100 thru 124	\$2,080
6 thru 24	\$1,040	125 thru 149	\$2,340
25 thru 49	\$1,300	150 thru 174	\$2,600
50 thru 74	\$1,560	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, etc.)*

**OWNERSHIP OF BUSINESS:**

1. a. Check the type of Legal Entity:

           Individual            Partnership            Corporation  Limited Liability Company

           Church Related            Government/County            Other

- b. Check One:  For Profit            Non-profit

- c. Legal Entity checked in 1.a:

Name New Hope at Hogans Branch LLC Phone Number (205-332-0936)

Address 3225 McLeod Drive Las Vegas, NV 89121

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

<u>Bright Skies LLC</u>	<u>3225 McLeod Drive</u>	<u>Las Vegas, NV 89121</u>
Name	Address	City, State, Zip
<u>Jamie and Dana Robinson</u>	<u>3225 McLeod Drive</u>	<u>Las Vegas, NV 89121</u> MF
Name	Address	City, State, Zip

Name \_\_\_\_\_ Address \_\_\_\_\_ 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 0720-21-.02, is this CHOW a lease of operation? Yes            No

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

Name \_\_\_\_\_ 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  Expiration Date \_\_\_\_\_

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

Name Bright Skies LLC Phone Number 205-332-0936

Address 3225 McLeod Drive Las Vegas, NV 89121

5. a. If a corporation, is there a holding company? Yes  No

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

Name Bright Skies LLC Phone Number 205-332-0936

Street 3225 McLeod Drive

City Las Vegas State NV Zip 89121

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

b. If yes, list names and addresses of all such facilities:

Southern Haven 279 Haignill Rd Dalton, GA 30721, Walnut Creek 1115 W. Walnut Ave Dalton, Ga  
30720

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

If yes, specify dates: From \_\_\_\_\_ To \_\_\_\_\_

b. If yes, specify name of firm: \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_

Address: \_\_\_\_\_

8. For any item in (8) 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 (6.b.) above, OR the management firm listed in question (7.) above; been subjected to any of the following within the last (5) years:

**a. Licensure**

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

**b. Convictions**

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

**c. Exclusion**

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

*(Note: "Excluded" is defined as a provider or entity has been told by the Department of Health and 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

*(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

**f. Corporate Integrity Agreement**

i) is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes \_\_\_\_\_ No

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

**g. Bankruptcy**

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

**h. Civil Monetary Penalty(CMP)**

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

*Failure to provide true and correct copies of any documents related to the items list in 8(a-h) listed above may be grounds for referral of the application for special consideration, and/or may be grounds for disciplines.*

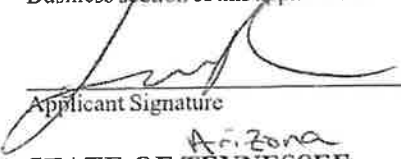
*If the applicant answered "Yes" to any of the questions (a)-(h) above, please provide copies of any documentation associated with the event and/or sanction. The documentation should provide the Health Facilities Commission with sufficient information regarding the nature of the event and/or sanction,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

Authorized Representative  
Title or Position

12-15-2025  
Date

Arizona  
~~STATE OF TENNESSEE~~

County of Maricopa

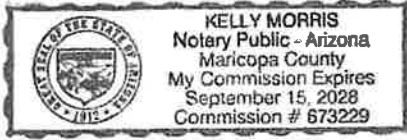
The above named applicant (print name) Jamie Robinson, being by me duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above named facility or agency, therein contained, are correct and true to

his/her own knowledge.

Subscribed to and sworn to on this 15 day of December 2025  
(Month) (Year)

Notary Public: Kelly Morris

My commission expires: 09/15/2028





**State of Tennessee**  
**Health Facilities Commission**

665 Mainstream Drive, 2<sup>nd</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hsda](http://www.tn.gov/hsda) Phone: 615-741-7221

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**DIVISION OF LICENSURE AND REGULATION MEMORANDUM**

DATE: March 31, 2026

TO: HEALTH FACILITIES COMMISSION

SUBJECT: CHOW OUT OF STATE VERIFICATION SUMMARY

To streamline the Change of Ownership Package(s) for New Hope Senior Living for the Commission's ratification, the following out of state verifications summary of results are listed below:

Georgia (In Compliance)

02/12/2025

December 1, 2025

Health Facilities Commission  
Andrew Jackson Building  
502 Deaderick Street, 9th Floor  
Nashville, Tennessee 37243

Re: Joint Letter of Intent – Purchase and Change of Ownership for  
New Hope Senior Living – Home for the Aged

To Whom It May Concern:

This Joint Letter of Intent is submitted on behalf of both the current licensed operator and the proposed new operator of New Hope Senior Living (the “Facility”) to formally notify the Tennessee Health Facilities Commission of an anticipated change of ownership and licensure.

### 1. Facility Information

- Current Facility Name: New Hope Senior Living
- Physical Address: 1333 Hogans Branch Rd.  
Hendersonville, Tennessee 37075
- Current License Type: Home for the Aged
- Licensed Bed Capacity: 14
  
- Current Licensee / Operator (“Current Operator”):  
New Hope Senior Living LLC, a limited liability company  
Authorized Representative: Gregory Self
  
- Proposed New Licensee / Operator (“New Operator”):  
New Hope at Hogans Branch LLC, a Tennessee limited liability company  
Authorized Representative: Jamie Robinson

### 2. Description of the Transaction

Current Operator and New Operator have entered, or intend to enter, into a definitive agreement under which New Operator will acquire the Facility and assume responsibility for its operation, subject to all required approvals of the Health Facilities Commission and any other applicable state authorities.

The parties anticipate closing this transaction on or about December 17, 2025 (“Closing Date”).

The structure of the transaction is expected to be an asset purchase, pursuant to which operational control of the Facility will be transferred from Current Operator to New Operator.

### 3. Continuity of Operations

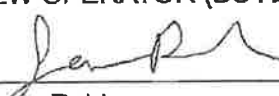
The parties intend that the Facility will continue to operate at the same physical location as a licensed Home for the Aged, with no interruption in resident care or services during the transition.

CURRENT OPERATOR (SELLER):

  
\_\_\_\_\_

Gregory Self  
Authorized Representative  
New Hope Senior Living LLC  
Date: 12/16/2025

NEW OPERATOR (BUYER):

  
\_\_\_\_\_

Jamie Robinson  
Authorized Representative  
New Hope at Hogans Branch LLC  
Date: 12/4/2025



**CHANGE OF OWNERSHIP APPROVAL/DENIAL  
(For Office of Health Care Facilities USE ONLY)**

Facility Type: RHA County: Sumner

Facility Name: New Hope Senior Living

Street Address: 1333 Hogans Branch Rd.

City/State/Zip Code: Hendersonville, TN 37075

\*\*Health Licensure Last Survey Date: 10/29/24 Annual or Complaint (circle one) Survey

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): \_\_\_\_\_

\*\*Life Safety Last Survey Date: 10/28/24 Annual or Complaint (circle one) Survey

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

Number of Outstanding Complaint(s): \_\_\_\_\_

Date(s) of Outstanding Complaint(s): \_\_\_\_\_

Approved: X Denied: \_\_\_\_\_

If denied, reason for denial: \_\_\_\_\_

Effective Date of Change of Ownership: 12/18/2025

Kathy Zeigler, RA/DPM 2/27/2026  
Regional Administrator' Signature/Date

Division of Health Licensure and Regulation, Office of Health Care Facilities, 665 Mainstream Drive, Second Floor,  
Nashville TN 37228-1254



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

**Attorney/Work Product - Privileged and Confidential**

**OFFICE OF LEGAL SERVICES MEMORANDUM**

DATE: January 27, 2026  
 TO: Nathaniel Flinchbaugh  
 Lisa Williams  
 FROM: Eddie Stewart (for Maddison Fauth)  
 SUBJECT: CHOW

A change of ownership is to occur on or about December 15, 2025, for New Hope at Hogans Branch, LLC d/b/a New Hope Senior Living located at 1333 Hogans Branch Road, Hendersonville, Tennessee 37066 (**License 633, Homes for the Aged**). This facility is currently owned by New Hope Senior Living, LLC d/b/a New Hope Senior Living, LLC. The change of ownership applicant is New Hope at Hogans Branch, LLC.

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 E Flinchbaugh, Esq

Date:  January 27, 2026

If you have any questions, please call me at 615-741-7188.

Name and Address of New Owner:  
Crimson Falls LLC  
27 Meadow Lane  
Cascade, MT 59421

Holly Hemmrich, Register  
Sumner County Tennessee  
Rec #: 1175580 Instrument #: 1536482  
Rec'd: 20.00 Recorded  
State: 11840.00 12/18/2025 at 11:26 AM  
Clerk: 1.00 in Record Book  
Other: 2.00  
Total: 11863.00

6747  
Pages 779-782

Send Tax Bills To:  
Same as new owner

This Instrument Prepared By:  
Greater Nashville Title, LLC  
4603 Gallatin Pike  
Nashville, TN 37216

FORWARDED TO SUMNER COUNTY ASSESSOR  
OF PROPERTY ON DATE OF RECORDING

Map & Parcel No: 117-046.02-000

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby irrevocably acknowledged, **Diamond Anchor, LLC, a Wyoming Limited Liability Company**, "the Grantor," has this day bargained and sold and by these presents does hereby sell, give, transfer and convey unto **Crimson Falls LLC, a Tennessee Limited Liability Company**, "the Grantee," the following described real estate in Sumner County, Tennessee:

Tract One:

Land in Sumner County, Tennessee, beginning at an iron pin by a post in the Northerly margin of Hogan Branch Road, corner to Garrett, said point being 900 feet more or less West of the intersection of Hogan Branch Road and New Hope road; thence with the said margin of Hogan Branch Road, North 88 degrees 00 minutes West 400.00 feet to an iron pin; thence North 5 degrees 15 minutes East 1,751.62 feet to an iron pin in the line of Garrett; thence with the line of Garrett, in a fence row, South 87 degrees 10 minutes East 400.00 feet to an iron pin; thence continuing with the line of Garrett, in a fence row, South 5 degrees 15 minutes West 1,748.50 feet to the point of beginning and containing 16.05 acres, more or less.

Tract Two:

Land in Sumner County, Tennessee, beginning at an iron pin in the North right-of-way of Hogan Branch Road, same being 25 feet from the centerline of Hogan Branch Road, and the Southeast corner of the herein described property, same being the Southeast corner of the Larry Hamner property as of record in Deed Book 499, Page 361, Register's Office for Sumner County, Tennessee, thence with said right-of-way of Hogan Branch Road, South 88 degrees 04 minutes 00 seconds West 10.08 feet, to an iron pin, thence leaving said right-of-way North 05 degrees 15 minutes 00 seconds East 1741.86 feet to an iron pin in the North boundary of said Hamner property, and the South boundary of Garrett, as of record in Deed Book 208, page 250, Register's Office for Sumner County, Tennessee, thence South 84 degrees 35 minutes 19 seconds East 10.00 feet to an iron pin, same being the Northeast corner of the herein described property, and a corner with Brassell, as of record in Record Book 201, page 743, Register's Office for Sumner County, Tennessee, thence with said Brassell, South 05 degrees 15 minutes 00 seconds West 1740.57 feet to the point of beginning, according to a survey by Caldwell Engineering and Surveying, dated September 21, 1988, Job no. 98-83.

Tract Three:

Land in Sumner County, Tennessee, being more particularly described as follows:

Beginning on a one and three-quarter inch iron pipe found, said pipe being the Northeast corner of Jere T. Brassell (D. B. 495, page 514 and R. B. 201, P. 743), a corner of Robert L. Garrett (D. B. 208 p. 250) and being the Northern most corner of the herein described tract, thence severing the land of Garrett along staked lines for the next two calls: South 22 degrees 47 minutes 23 seconds East 408.60 feet to a half inch iron rebar set, thence South 44 degrees 56 minutes 21 seconds West 300.76 feet to a half inch iron rebar set in the line of Brassell, new corner of Garrett, said iron rebar set being further located North 5 degrees 15 minutes 00 seconds East 1,152.54 feet from the centerline of Hogan Branch Road, thence running with Brassell along a fence line North 5 degrees 15 minutes 00 seconds East 592.08 feet to the beginning. Containing 1.305 acre.

Being the same property conveyed to Diamond Anchor, LLC, by Warranty Deed from Jere T. Brassell, married man, of record in Record Book 4917, Page 571, Register's Office for Sumner County, Tennessee, dated March 29, 2019 and recorded on April 2, 2019.

Being improved property known as 1333 Hogan's Branch Road, Hendersonville, Tennessee 37075.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

EASEMENTS, BUILDING SETBACK LINES AND ALL MATTERS INCLUDING APPLICABLE CONDITIONS, RESTRICTIONS, RESERVATIONS, NOTES, ETC., AS SHOWN ON THE RECORDED PLAT; ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD AND EASEMENTS THAT WOULD BE MADE VISIBLE BY AN INSPECTION OF THE PREMISES; ANY GOVERNMENTAL ZONING AND SUBDIVISION ORDINANCES OR REGULATIONS IN EFFECT THEREON; THE ACCURACY OF THE INDEX BOOK OF THE SAID REGISTER'S OFFICE; AND ANY OTHER MATTERS WHICH AN ACCURATE SURVEY OF THE PROPERTY MIGHT DISCLOSE.

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

TO HAVE AND TO HOLD said real estate unto the Grantee, and the Grantee's successors, heirs and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real estate, has good right and lawful authority to convey the same, that the title thereto is clear, free and unencumbered (except as hereinbefore specifically set out), and will forever warrant and defend said title against any and all lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed on the 17 day of October, 2025.

Diamond Anchor, LLC, a Wyoming Limited Liability Company

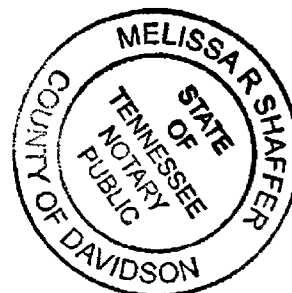
By: [Signature]  
Steven Disser, Authorized Agent

State of Tennessee  
County of Davidson

Before me, Melissa Shaffer of the state and county mentioned, personally appeared Steven Disser, Authorized Agent of Diamond Anchor, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Authorized Agent of Diamond Anchor, LLC, the within named bargainor, a Limited Liability Company, and that such Steven Disser, Authorized Agent of Diamond Anchor, LLC as such Authorized Agent, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Limited Liability Company as Authorized Agent.

Witness my hand, at office, this 17<sup>th</sup> day of October, 2025.

[Signature]  
Notary's Signature  
My commission expires: 5-9-26



**AFFIDAVIT OF VALUE**

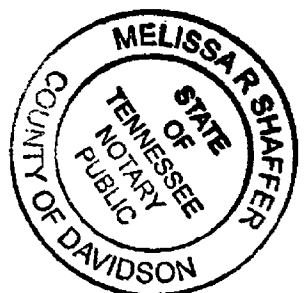
STATE OF TENNESSEE                    )  
  )  
COUNTY OF DAVIDSON                )

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and hereby swears and affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$3,200,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]  
(Affiant)

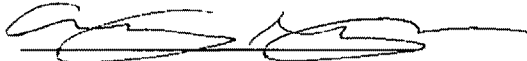
Sworn to and subscribed before me this 17<sup>th</sup> day of October, 2025.

[Signature]  
Notary Public  
My commission expires: 5-9-26  
File No. GNT-24-3567



**Tennessee Certification of Electronic Document**

I, Ashlynn Hengemihle, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 12-17-25.

  
Affiant Signature

12-17-25  
Date

State of Tennessee  
County of Davidson

Sworn to and subscribed before me on this 17 day of December, 2025.

  
Notary Signature

My Commission Expires: 5-9-26



## BUSINESS PURCHASE AND SALE AGREEMENT

This Business Purchase and Sale Agreement (“Agreement”) is made and entered into as of the 29<sup>th</sup> day of September, 2025 (the “Effective Date”), by and between:

**Seller:**

New Hope Senior Living LLC, a Tennessee limited liability company (“Seller”),  
By and through its authorized representative, **Greg Self**

and

**Buyer:**

New Hope at Hogans Branch LLC, a Tennessee limited liability company (“Buyer”),  
By and through its authorized representative, **Jamie Robinson**

---

### 1. Sale of Assets

Subject to the terms and conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns, and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller’s right, title, and interest in and to all assets and intellectual property owned by Seller, including but not limited to:

- Resident agreements and related resident files and records;
  - Website(s), domain names, and hosting rights;
  - Social media accounts and associated content;
  - Trademarks, trade names, logos, and branding;
  - All furniture, fixtures, furnishings, and equipment (“FF&E”);
  - Any other tangible or intangible property used in the operation of the business of New Hope Senior Living.
- 

### 2. Excluded Assets and Liabilities

(a) **Excluded Entity:** Buyer is not purchasing the membership interests or business entity of Seller, and nothing in this Agreement shall be construed as a merger, consolidation, or continuation of Seller’s entity.

(b) **No Assumption of Liabilities:** Buyer does not assume, and shall not be responsible for, any debts, obligations, liabilities, claims, lawsuits, or encumbrances of Seller, whether

known or unknown, contingent or otherwise, including but not limited to tax obligations, employment matters, contractual liabilities, or regulatory compliance issues, arising before, on, or after the Closing Date.

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### 3. Purchase Price

The total purchase price for the Assets shall be \$200,000 USD (\$100,000 is allocated for the FF&E and \$100,000 for all other tangible, intangible & intellectual property of Seller, payable by Buyer to Seller at Closing.

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### 4. Closing

The closing of the transactions contemplated by this Agreement (“Closing”) shall take place **on or before October 10, 2025**, or at such other time and place as the parties may mutually agree. Buyer and Seller may extend the Closing Date by mutual written agreement.

At Closing:

- Seller shall deliver to Buyer all instruments of transfer necessary to convey good and marketable title to the Assets, free and clear of all liens and encumbrances.
  - Seller shall surrender to Buyer any deposits held on behalf of residents.
  - All monthly fees or resident rents collected by Seller shall be prorated based on the **Closing Date**, and any prorated amounts due to Buyer shall be surrendered to Buyer at Closing.
- 

### 5. Licensure and Vendors

(a) **Licensure Transfer:** The state-issued license held by Seller to operate New Hope Senior Living as a “Home for the Aged” shall be transferred to Buyer in accordance with the rules and regulations of the Tennessee Department of Health (or other governing authority).

(b) **Vendors:** Buyer shall have the option to continue utilizing existing vendor services or to select alternative vendors for normal and day-to-day operations. Seller shall cooperate and assist Buyer in transferring responsibility and services with third-party vendors as reasonably needed.

(c) **Transition Assistance:** Seller shall remain available by phone and email for a period of no less than sixty (60) days following Closing to provide reasonable assistance to Buyer in connection with the transition of operations.

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## **6. Representations and Warranties**

(a) **Seller's Authority:** Seller represents that it has full power and authority to sell, transfer, and convey the Assets.

(b) **Ownership:** Seller represents that it owns the Assets free and clear of all liens, pledges, and encumbrances.

(c) **No Other Warranties:** Except as expressly stated herein, Seller makes no warranties, express or implied, as to the condition, fitness, or merchantability of the Assets.

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## **7. Indemnification**

Seller shall indemnify, defend, and hold Buyer harmless from and against any and all losses, liabilities, claims, damages, or expenses (including reasonable attorneys' fees) arising out of or related to Seller's ownership or operation of the business prior to the **Closing Date**.

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## **8. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

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## **9. Entire Agreement; Addendums**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether oral or written.

Any addendum to this Agreement that is mutually agreed upon and executed in writing by both Buyer and Seller shall supersede the relevant provisions of this Agreement.

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## **10. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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

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**SELLER:**

New Hope Senior Living LLC

By: Greg Self

Name: **Greg Self**

Title: Authorized Representative

Date: 09/29/2025

**BUYER:**

New Hope at Hogans Branch LLC

By: Jamie Robinson

Name: **Jamie Robinson**

Title: Authorized Representative

Date: 09/29/2025

## QUITCLAIM BILL OF SALE

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KNOW ALL MEN BY THESE PRESENTS: That New Hope Senior Living LLC, a Tennessee limited liability company, hereinafter “Seller”, for and in consideration of the sum of TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00) lawful money of the United States of America, in hand paid by New Hope at Hogans Branch LLC, a Tennessee limited liability company, hereinafter “Purchaser”, whether one or more, the receipt whereof is hereby acknowledged, do by these presents quitclaim unto Purchaser, the following described personal property now located at **1333 Hogan's Branch Road**, in the City of **Hendersonville**, County of **Sumner** and State of Tennessee, to-wit:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, and delivers to **Buyer**, and Buyer hereby accepts from Seller, all of Seller’s right, title, and interest in and to the following assets (collectively, the “Assets”):
  - a. All furniture, fixtures, furnishings, and equipment (**FF&E**) used in connection with the operation of *New Hope Senior Living*, located in Tennessee;
  - b. All intangible property, including but not limited to:
    - Business name, trademarks, trade names, and logos;
    - Website(s), domain name(s), and hosting rights;
    - Social media accounts and related content;
    - Resident agreements and associated files and records;
    - Any and all goodwill associated with the operation of the business;
  - c. Any other tangible or intangible assets used in connection with the operation of *New Hope Senior Living*.
2. The total purchase price for the Assets is **Two Hundred Thousand Dollars (\$200,000.00 USD)**, allocated as follows:
  - \$100,000.00** for Furniture, Fixtures, and Equipment (FF&E); and
  - \$100,000.00** for all other tangible, intangible, and intellectual property.

Payment shall be made by Buyer to Seller at Closing in accordance with the terms of the Business Purchase and Sale Agreement dated September 29, 2025.

3. Seller hereby represents and warrants that:

Seller is the lawful owner of the Assets, free and clear of all liens, pledges, encumbrances, and security interests;

Seller has full power and authority to transfer the Assets; and

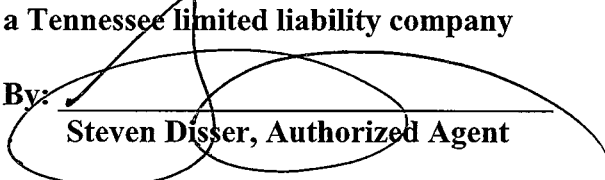
The Assets are being sold "as is, where is," without warranty as to condition, merchantability, or fitness for any particular purpose, except as expressly stated in the Business Purchase and Sale Agreement.

4. Seller agrees to execute and deliver such further documents and instruments, and to take such further actions, as may reasonably be required to carry out the intent and purpose of this Bill of Sale.
5. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Tennessee.

Seller quitclaims all interest in the property described to Purchaser.

IN WITNESS WHEREOF, the Seller has hereunto set his hand and seal this 17<sup>th</sup> day of December, 2025.

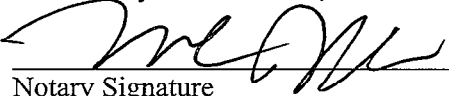
**NEW HOPE SENIOR LIVING LLC,**  
a Tennessee limited liability company

By:   
**Steven Disser, Authorized Agent**

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

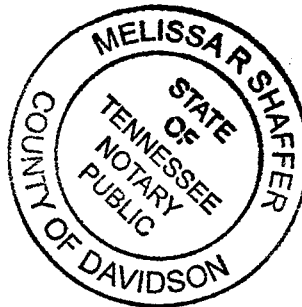
Before me, Melissa Shaffer of the state and county mentioned, personally appeared Steven Disser, Authorized Agent of New Hope Senior Living LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Authorized Agent of New Hope Senior Living LLC, the within named bargainer, a Limited Liability Company, and that such Steven Disser, Authorized Agent of New Hope Senior Living LLC as such Authorized Agent, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Limited Liability Company as Authorized Agent.

Witness my hand and seal, at office in Nashville, TN, this 17th day of December, 2025.

  
Notary Signature

Printed Name: \_\_\_\_\_

My commission expires: 5-9-26




Unless prior to date of recording I/We have notified you in writing of some changes in tenancy, you are to consider that seller will collect, or has collected all rents which fall due according to the foregoing statement prior to date of recording and will make the prorations accordingly. You are to credit to the purchaser and charge the seller's account for the above deposits (if any). The foregoing statement is hereby approved and accepted as a basis for rent adjustment and receipt of a copy is hereby acknowledged by the undersigned.

DATED:

Diamond Anchor, LLC, a Wyoming Limited Liability Company

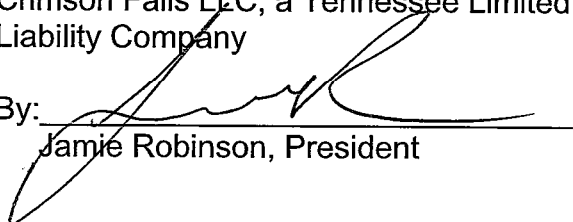
By:

  
Steven Dissler, Authorized Agent

DATED:

Crimson Falls LLC, a Tennessee Limited Liability Company

By:

  
Jamie Robinson, President