



State of Tennessee  
Health Facilities Commission  
665 Mainstream Drive, 2<sup>nd</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hfc](http://www.tn.gov/hfc) Phone: 615-741-7221

January 27, 2025

Sent Via Email

Brandi Lambert  
New Legacy Professional Service  
C/O Chattanooga Health and Rehab Center  
915 Main Street, Suite C  
Perry, Georgia 31069

Facility Type: Nursing Home  
License Number: 114

Dear Brandi Lambert:

It is my pleasure to inform you that your application for change of ownership of Chattanooga Health and Rehab Center located at 8249 Standifer Gap Road , Chattanooga, Tennessee 37421 has been initially approved effective November 13,2024. The license number shall be 114. 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 Board will consider your application at its next meeting, scheduled for February 26, 2025 . **You are hereby authorized to commence operation pending the final decision of the Commission.** No further action is necessary on your part at this time.

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

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

Please contact me if I can be of further assistance.

Sincerely,

*Niraj Soni*

Niraj Soni, ASA 3  
Phone (615) 741-7539  
Fax: (615) 253-8798  
Email: [Niraj.Soni@tn.gov](mailto:Niraj.Soni@tn.gov)

cc: West Tennessee Regional Administrator



F-114  
ETRO/ITSD  
App# 22245

RE  
OCT 16 2024  
BY: \_\_\_\_\_

**NURSING HOME  
APPLICATION FOR CHANGE OF OWNERSHIP**

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

Name of the Facility/Agency Standifer Gap Rd Healthcare LLC d/b/a Chattanooga Health and Rehab Center

**Location of the Facility:**

Street 8249 Standifer Gap Rd City Chattanooga

County Hamilton State TN Zip 37421

Phone Number (423) 892-1716 Fax Number (423) 468-1554

Twenty-four (24) Hour Emergency Phone Number (423) 892-1716

E-Mail Address licensing@verticalhealthservices.com

Total Bed Capacity 127

Does the facility have a Secure Unit? Yes \_\_\_ No X Number of Secured Beds \_\_\_\_\_

Does the facility have an Alzheimer's Unit? Yes \_\_\_ No X Number of Alzheimer Beds \_\_\_\_\_

Does this facility have a Ventilator Unit? Yes \_\_\_ No X Number of Ventilator Beds \_\_\_\_\_

Does this facility offer dialysis services? Yes \_\_\_ No X

If yes, is it bedside dialysis? Yes \_\_\_ No X Number of Beds \_\_\_\_\_

**Administrator Information:**

Administrator Amy Jo Linville Nursing Home Administrator License Number 3897

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)? \_\_\_\_\_

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

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

Name Same as facility location address.

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Ownership of Building:**

Name WT Chat Properties LLC Phone (516) 727-1634

Street Address 1021 38th St, Ste 602

City Brooklyn State NY Zip 11219

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

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

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

**OWNERSHIP OF BUSINESS:**

1. a. Check the type of Legal Entity:

Individual  Partnership  Corporation  Limited Liability Company   
Church Related  Government/County  Other

b. Check One: For Profit  Non-profit

c. Legal Entity Checked in 1.a:

Name Standifer Gap Rd Healthcare LLC Phone Number (432) 892-1716

Street 8249 Standifer Gap Rd

City Chattanooga State TN Zip 37421

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

See Attachment A

Name \_\_\_\_\_ Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

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? \_\_\_\_\_

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

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

Name \_\_\_\_\_ 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. Is this facility chain affiliated? Yes \_\_\_\_\_ No

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

Name VHS TN OpCo Holdings LLC Phone Number ( 208 ) 969-0254

Address 15406 Meridian Ave E, Ste 201, Puyallup, WA 98375

6. a. If a corporation, is there a holding company? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

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

Name \_\_\_\_\_ 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  No \_\_\_\_\_

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

See Attachment B

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

If yes, specify dates: From 2/7/24 To TBD

- b. If yes, specify name of firm: Standifer Gap Rd Consulting LLC

Phone Number ( 208 ) 969-0254

Address 15406 Meridian Ave E, Ste 201, Puyallup, WA 98375

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

a. **Licensure**

i) denied a license? Yes \_\_\_\_\_ No

ii) had a license suspended or revoked by any state licensure action? Yes \_\_\_\_\_ No

iii) been subject to a final order or judgement in a state licensure action? Yes \_\_\_\_\_ No

b. **Convictions**

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

c. **Exclusion**

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

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

d. Termination/Suspension

i) suspended or terminated from participation in Medicare or Medicaid/TennCare programs? Yes \_\_\_\_\_ No X

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

e. Fraud and Abuse

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

\_\_\_\_\_  
Manager  
Title or Position

✓ 10/03/2024  
Date

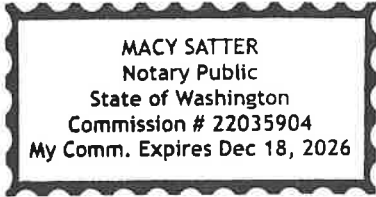
\*

STATE OF ~~TENNESSEE~~ Washington

County of Pierce

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

Subscribed to and sworn to me before this 3<sup>rd</sup> day of October 2024  
(Month) (Year)



Notary Public: Macy Satter

My commission expires: 12-18-2026

\*\*\*\* DUPLICATE \*\*\*\*



STATE OF TENNESSEE  
Health Services and Dev Agency  
Office: Andrew Jackson, 8t  
10/16/2024 11:31 AM

Cashier: jeroa0322001  
Batch #: 1643039  
Trans #: 1

Health Care Facilities	
Receipt #:	38818678
HA15 HCF	\$2,340.00
Payment Total:	\$2,340.00
-----	
Transaction Total:	\$2,340.00
Check 21	\$2,340.00

Thank you for your payment.  
Have a nice day!

\*\*\*\* DUPLICATE \*\*\*\*

NEW LEGACY PROFESSIONAL SERVICES LLC		64-7158/2611	2003
105 AVONDALE CIR WARNER ROBINS, GA 31088-1528		DATE	10-15-2024
PAY TO THE ORDER OF	Tennessee Health Facilities Commission	\$ 2,340. <sup>00</sup> / <sub>100</sub>	xx
Two thousand three hundred forty dollars		<sup>00</sup> / <sub>100</sub>	DOLLARS
ROBINS Financial CREDIT UNION			
Standifer Gap Rd	SNF	Brandie P. Lambert	
Healthcare LLC	- cllow		

Security features Details on back



State of Tennessee  
Health Facilities Commission  
665 Mainstream Drive, 2<sup>nd</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hfc](http://www.tn.gov/hfc) Phone: 615-741-7221

November 5, 2024

**Sent Via Email**

Brandie Lambert  
New Legacy Professional Services  
C/O Chattanooga Health and Rehab  
915 Main Street, Suite C  
Perry, Georgia 31069

Dear Brandie Lambert:

This letter acknowledges receipt of the application and fee for a change of ownership for Chattanooga Health and Rehab Center, license number 114, located at 8249 Standifer Gap Road, Chattanooga, Tennessee 37421.

A closing document showing the effective date of transfer to the new owner must be submitted to this office after the transaction is finalized. Prior to issuing a license the charter will be verified with the office of the Secretary of State in Tennessee to insure that the legal entity is registered as a Limited Liability Company.

Your application and fee will be held in a pending status until your application is recommended by the regional office for a change of ownership. Once the recommendation for a change of ownership is received from the regional office you will be initially approved, and your application will then be presented before the **Health Facilities Commission** for ratification at the next regularly scheduled commission meeting.

This application will only be good for one (1) year from the date of receipt. If the change of ownership has not occurred within that one (1) year period you will be required to submit a new application and fee, unless you have contacted our office in writing extending your application.

Should you have any questions or need further assistance please feel free to contact me via email at [Niraj.Soni@tn.gov](mailto:Niraj.Soni@tn.gov).

Sincerely

*Niraj Soni*

Phone: (615) 741-7539  
Fax: (615) 253-8798  
Email: [Niraj.Soni@tn.gov](mailto:Niraj.Soni@tn.gov)





State of Tennessee  
Health Facilities Commission  
665 Mainstream Drive, 2<sup>nd</sup> Floor, Nashville, TN 37243  
[www.tn.gov/hfc](http://www.tn.gov/hfc) Phone: 615-741-7221

## MEMO

To Debra Verna, East Tennessee Regional Office Administrator (emailed)

From: Niraj Soni

Date: November 5, 2024

Subject: CHOW

A change of ownership will be occurred on December 15, 2024 or about Standifer Gap Rd Healthcare, LLC d/b/a Chattanooga Health and Rehab Center located at 8249 Standifer Gap Road, Chattanooga, Tennessee 37421. This facility was previously owned WT CHAT OP, LLC (d/b/a) Vivant Healthcare of Chattanooga

Please review your files to determine if there has been a survey conducted within the last fifteen (15) months with no major deficiencies. If a survey has not been conducted due to the facility being accredited, please review the file to determine if there have been any complaints that would prevent a recommendation for approval of the change of ownership at this time.

If you are unable to approve this change of ownership due to the survey being beyond the fifteen (15) months, please schedule an on-site survey as soon as possible.

If you have any questions, please call me at 615-741-7539 or email me at [Niraj.Soni@tn.gov](mailto:Niraj.Soni@tn.gov).

**OFFICE OF HEALTHCARE FACILITIES, LICENSURE DOES  
NOT HAVE TO WAIT FOR AN APPROVED 855 TO MOVE  
FORWARD, IF APPLICABLE.**



**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

**TennCare Change of Ownership (CHOW) Nursing Facility Assessment**

DATE: January 24, 2025

TO: Samantha Rummage, Fiscal Chief of Staff; Phillip Lester; Cindy Rittenberry; Michelle Williams

FROM: Niraj Soni

SUBJECT: Change of Ownership (CHOW)

A change of ownership is to occur on December 15, 2024 for Viviant Healthcare of Chattanooga, 8249 Standifer Gap Road, Chattanooga, Tennessee 37421. This facility is currently owned by WT Chat Op, LLC . The change of ownership applicant is Standifer Gap Rd Healthcare, LLC dba Chattanooga Health and Rehab Center.

Please review your files to determine if there are any delinquent/outstanding nursing facility assessments and/or corresponding penalties & interest for the current licensed facility/owner.

If a nursing facility assessment is outstanding, please indicate the amount/ quarters in which payment is outstanding and has not been made.

If a facility is currently on a payment plan, please indicate whether the facility has maintained compliance with their payment plan and the current status.

To complete the recommendation for change of ownership, please indicate below approval or denial and provide additional detail, as indicated above, along with rationale for any denial.

Approval:  X

Denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TennCare Representative Signature: *Michelle Williams*

Date: 1/30/25

If you have any questions, please call the Division of Licensure and Regulation, Health Facilities Commission at (615)741-7539 or via email [Niraj.soni@tn.gov](mailto:Niraj.soni@tn.gov) .



**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: November 5, 2024  
 TO: Nathaniel Flinchbaugh and Lisa Williams  
 FROM: Niraj Soni  
 SUBJECT: CHOW

A change of ownership is to occur on December 15, 2024 for (f/k/a Viviant Healthcare of Chattanooga d/b/a Chattanooga Health and Rehab Center Lic # 114) located at 8249 Standifer Gap Road, Chattanooga, Tennessee 37421. This facility is currently owned by (WT Chat OP, LLC dba Viviant Healthcare of Chattanooga). The change of ownership applicant is William Miller).

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:

Denial:

Denial Rationale: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OLS Representative Signature: Nathaniel E Flinchbaugh, Esq  
 Date: November 20, 2024

If you have any questions, please call me at (615-741-7539).



**CHANGE OF OWNERSHIP (CHOW) APPROVAL/DENIAL FORM**  
(For Health Facilities Commission USE ONLY)

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

Facility Type: LTC County: Hamilton

Facility Name (Current D/B/A): Viviant Healthcare of Chattanooga

Facility Name (New D/B/A if applicable): Chattanooga Health and Rehab Center

Street Address: 8249 Standifer Gap Rd.

City/State/Zip Code: Chattanooga, TN 37421

Health Licensure Last Survey Date: 9/6/2024 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): 2

Date(s) of Outstanding Complaint(s): 9/9/2024 and 10/25/2024

Life Safety Licensure Last Survey Date: 7/17/2024 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: December 15, 2024

Debra Veum  
Regional Administrator Signature

11/15/24  
Date



February 3, 2025

Tennessee Department of Health  
Health Facilities Commission  
Attn: Niraj Soni  
665 Mainstream Drive  
Second Floor  
Nashville, TN 37243

**Re: Standifer Gap Rd Healthcare LLC d/b/a Chattanooga Health and Rehab Center  
Change of Ownership ("CHOW") effective date: November 13, 2024**

Dear Mr. Soni:

Please accept this request to revise the Change of Ownership effective date for Standifer Gap Rd Healthcare LLC d/b/a Chattanooga Health and Rehab Center to November 13, 2024. The provider's representative was advised by Mr. Jeremy Gourley from the Tennessee Health Facilities Commission that November 13, 2024 is the date that the Tennessee regional certification office approved their portion of the CHOW transaction. Therefore, this is the date that the CHOW should be recognized by the Tennessee Health Facilities Commission, Medicare and TennCare.

If you have any questions or concerns, please contact me at (478) 396-4777 or [blamberth@newlegacypro.com](mailto:blamberth@newlegacypro.com).

Sincerely,

*Brandie P. Lamberth*

Brandie P. Lamberth, CPA  
President, New Legacy Professional Services

915 Main Street, Suite C, Perry, GA 31069  
(478) 396-4777  
[www.newlegacypro.com](http://www.newlegacypro.com)



October 15, 2024

Tennessee Department of Health  
Health Facilities Commission  
Attn: Niraj Soni  
665 Mainstream Drive  
Second Floor  
Nashville, TN 37243

**Re: Nursing Home Change of Ownership Notification**

Dear Mr. Soni:

We are notifying the Tennessee Department of Health - Health Facilities Commission that the facility currently known as **WT CHAT OP, LLC d/b/a Viviant Healthcare of Chattanooga located at 8249 Standifer Gap Rd, Chattanooga, TN 37421** is expected to change ownership effective December 15, 2024 or sooner. There will be no change in the Real Property Owner, which is currently WT Chat Properties LLC. Information on the former and prospective operators involved in the change of ownership is listed below:

**Current Licensee** – WT CHAT OP, LLC d/b/a Viviant Healthcare of Chattanooga

**Proposed New Licensee/Operator** – Standifer Gap Rd Healthcare LLC d/b/a Chattanooga Health and Rehab Center

Standifer Gap Rd Healthcare LLC will enter into a lease agreement with WT Chat Properties LLC, which will commence on the date that the operations transfer from the current licensee. Standifer Gap Rd Consulting LLC is currently managing this facility and will continue to provide management services under a new management agreement with Standifer Gap Rd Healthcare LLC after the change of ownership takes place.

If you have any questions or concerns, please contact me at (478) 396-4777 or [blamberth@newlegacypro.com](mailto:blamberth@newlegacypro.com).

Sincerely,

Brandie P. Lamberth, CPA  
President, New Legacy Professional Services

Enclosures

915 Main Street, Suite C, Perry, GA 31069  
(478) 396-4777  
[www.newlegacypro.com](http://www.newlegacypro.com)



RECEIVED OCT 16 2024

October 15, 2024

Tennessee Department of Health  
Health Facilities Commission  
Attn: Niraj Soni  
665 Mainstream Drive  
Second Floor  
Nashville, TN 37243

**Re: Standifer Gap Rd Healthcare LLC d/b/a Chattanooga Health and Rehab Center  
EIN: 93-1899905  
Facility License #: 00000114  
Nursing Home Application for Change of Ownership  
Anticipated Change of Ownership Effective Date: December 15, 2024 or sooner**

Dear Mr. Soni:

We have enclosed the Nursing Home Application for Change of Ownership along with the required license fee for the above-referenced facility. The executed Lease Agreement and Operations Transfer Agreement will be forwarded upon receipt.

If you have any questions or need any additional information, please contact me at (478) 396-4777 or [blamberth@newlegacypro.com](mailto:blamberth@newlegacypro.com).

Sincerely,

Brandie P. Lamberth, CPA  
President, New Legacy Professional Services, LLC

Enclosures

## MANAGEMENT AGREEMENT

This Management Agreement ("Management Agreement") is made and entered into as of December 27, 2023 (the "Execution Date"), between WT Chat Op LLC, a Delaware limited liability company (the "Licensee"), and Standifer Gap Rd Consulting LLC, a Delaware limited liability company (the "Manager").

### Recitals

A. The skilled nursing facility described on Exhibit A hereto (the "Facility") is owned by WT Chat Properties LLC, a Delaware limited liability company (the "Prime Landlord") and leased by the Prime Landlord to Licensee pursuant to that certain Lease Agreement between the Prime Landlord and Licensee (the "Prime Lease").

B. Prime Landlord has encumbered its fee interest in the Facility pursuant to a first lien mortgage loan in favor of The Capital Foresight Limited Partnership, a Nevada limited partnership ("Lender"), in the original principal sum of Six Million Two Hundred Thousand Dollars (\$6,200,000) (the "Facility Loan").

C. Lender has made protective advances under the Loan in the approximate amount of Nine Hundred Eighty Six Thousand Nine Hundred Sixty Five Dollars and thirty one cents (\$986,965.31) to fund payroll and other operating expenses of the Facility, such protective advances have been added to the principal balance of the Facility Loan with the same priority as the original principal balance.

D. Licensee is licensed to operate the Facility.

E. The State of Tennessee through its Health Facilities Commission before the Board for Licensing Health Care Facilities (the "State") and Licensee have entered into that certain Consent Order dated on or about the date hereof (the "Order") pursuant to which, among other things, Licensee agreed to retain Manager to manage the operations of the Facility.

F. Licensee and Manager agree to enter into this Agreement to document the terms and conditions on which such management will occur consistent with the Order.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, it is agreed as follows:

1. Term. The term of this Management Agreement shall begin on the date that is the later of the Execution Date and the date the Order is fully executed and becomes effective (the "Effective Date") and shall continue for a period equal to the lesser of one (1) year from the Effective Date or the date the State approves a change of ownership with respect to the licensed operator of the Facility to a new licensee as contemplated in the Order (the "Term"); provided, however, in no event shall Licensee have the right to terminate this Agreement without the consent of the State so long as the Order is in effect.



Facility and (b) develop any necessary informational material, mass media releases and other related publicity materials in connection with the operation of the Facility.

G. Certification and Licensure. Manager shall use its commercially reasonable efforts to maintain in the name of Licensee, as appropriate under applicable Federal and state law, all licenses and certifications as may be required by federal, state, county and local ordinances, regulation and laws; provided, however, Manager shall not be in default of its obligations under this Section 2(G) if Manager is unable to maintain the licensure and/or certification of the Facility as a result of any acts or omissions of Licensee or its affiliates. Manager will assist the Facility's staff in the preparation for all Federal, state and county surveys and assist in the preparation of any necessary plans for correction required by the various licensing boards.

H. Capital Equipment and Improvements. Subject to the provisions of Paragraph 3 hereof, Manager shall make expenditures for capital equipment and Facility improvements which are needed to maintain certification and licensure or replace obsolete or rundown equipment.

I. Supplies and Non-Capital Equipment. Manager will purchase all supplies and non-capital equipment needed to operate the Facility taking into account its census levels as they may vary from time to time.

J. Ancillary Services. Manager shall negotiate for the provision of any necessary ancillary services for the Facility through qualified contractors and on an ongoing basis, shall review and analyze the performance of said ancillary services contractors and, if necessary, shall negotiate additional or alternative contractual arrangements, after consulting with Licensee.

L. Bookkeeping and Accounting. Licensee shall provide, or arrange for the provision of, all bookkeeping, accounting, accounts receivable and accounts payable records, and data processing systems and procedures necessary for the operation of the Facility and the preparation of proper financial statements and Manager shall have no obligations with respect thereto. Currently Licensee has retained Apex Healthcare Systems ("Apex") to provide such services. Licensee shall not terminate or replace Apex without Manager's consent. .

M. Collection of Accounts. Licensee, by and through Apex, shall issue, or shall cause to be issued, bills and collect accounts and moneys owed for services and materials furnished by the Facility and shall be entitled to enforce Licensee's rights as creditor under any contract or in connection with the rendering of any services and Manager shall have no obligations with respect thereto.

N. Insurance. Licensee shall provide and keep in force during the term of this Management Agreement all applicable policies of insurance as required under the Prime Lease and/or any loan documents to which Licensee or Prime Landlord is a party (the "Loan Documents"). All policies of insurance shall name Manager or Licensee, depending on the party placing the insurance, as the insured or an additional insured and Prime Landlord and the lender(s) under the Loan Documents, as additional insureds or loss payees as their respective interests may

hereby grants to Manager, and which power of attorney is irrevocable and coupled with an interest. In connection with any such borrowing, Manager shall be authorized, on behalf and in the name of Licensee, to grant any collateral as may be required by a lender, including Lender, including a lien on the accounts receivable of the Facility. In furtherance and not in limitation of the foregoing, Manager is authorized by Licensee to fund any cash shortfalls by requesting that Lender make additional advances on behalf of Licensee under the Facility Loan, and Licensee acknowledges and agrees that Lender shall be entitled to make such advances solely upon Manager's request, which advances shall be secured by the Facility Loan with the same priority as all previous protective advances and the original principal balance of the Facility Loan shall be increased on a dollar for dollar basis by the amount of all such working capital advances. Licensee and Manager acknowledge and agree that Lender is a third party beneficiary of this Section 3(iii). To the fullest extent permitted by law and under Medicare and Medicaid participation agreements for operation of the Facility, Manager may open supplemental Facility operating accounts, in its own name, in which Lender may fund advances to be secured by the Facility Loan and/or in which other sums owed to the Facility may be remitted, and from which Manager shall be entitled to pay the Facility expenses, including Manager's management fee, in a timely manner.

4. Continued Responsibility of Licensee. As between Licensee and the licensing authority, it is understood that during the Term, the Licensee shall remain the responsible licensed operator of the Facility and, as such, is fully liable and legally accountable to all residents and governmental organizations for all resident care and funds, and all other aspects of the operation and maintenance of the Facility.

5. Compensation to Manager. During the Term, Licensee shall pay to the Manager, on or before the fifteenth (15<sup>th</sup>) day following the conclusion of each calendar month which may fall in whole or in part within the Term of this Agreement, an amount equal to greater of \$35,000 or five percent (5%) of net revenues applicable to such month or part thereof (the "Management Fee"). Net revenues shall mean the gross revenues of the Facility less contractual adjustments imposed by any third-party payors. Any Management Fees which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due to the date paid in full. Manager shall have the right to pay the Management Fee to itself directly from funds in the Facility operating account.

6. Assignment. Neither Manager nor Licensee shall assign this Management Agreement to any other party without the prior written consent of the other party; provided that each of Manager and Licensee, subject to Licensee securing any necessary regulatory approvals, shall be permitted, without the consent of the other party, to assign this Management Agreement to such other entity as may be controlled by, or under common control with, the assignor other than Licensee's delegation to Apex of certain responsibilities, including, its so called "back office" and financial management, including billing and collection, obligations. Consent to any assignment shall not constitute a waiver of the requirement for such consent to any subsequent assignment.

7. Right to Inspect Books. Licensee shall have the right to inspect Manager's and Apex's books and records relating to the operation of the Facility and Manager shall have the

officers, employees, agents and shareholders, from and against any and all claims, damages or expenses of any nature arising out of the ownership or use of the Facility except to the extent covered by Manager's indemnity obligation under Section 10(a).

11. Casualty Damage. In the event the Facility is damaged by fire, storm, the elements, act of God, unavoidable accident or other casualty, the provisions of the Prime Lease shall control with respect to the repair or reconstruction of the Facility.

12. Counterparts. This Management Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Management Agreement may also be executed by electronic means including, but not limited to, pdf or DocuSign.

13. Entirety, Conflicts. This Management Agreement represents the entire and final agreement of the parties hereto and supersedes all prior negotiations, writings and instruments. To the extent of any conflict between this Management Agreement and the Prime Lease, the terms of the Prime Lease shall control.

14. Applicable Law. This Management Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

SIGNATURES ON FOLLOWING PAGE

**EXHIBIT A**

**THE FACILITY**

Viviant of Chattanooga	8249 Standifer Gap Rd Chattanooga, TN 37421	127 Bed SNF
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**JONES, ACKERMAN & CORMAN LLP**

WRITER'S DIRECT DIAL  
(310) 231-6646

ATTORNEYS AT LAW  
1900 Avenue of the Stars, SUITE 2300  
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WRITER'S E-MAIL  
msackerman@jaclaw.com

DONALD H. JONES  
Founding Partner Emeritus

Marc H. Corman  
Partner Emeritus

SEPTEMBER 23, 2024

**NOTICE OF COMPLETED FORECLOSURE SALE AND LEASE TERMINATION**

**Via E-Mail and Federal Express**

WT Chat Properties LLC  
WT Chat OP LLC  
1021-1023 38th St.  
6th Floor  
Brooklyn, NY 11218  
Attention: Mr. Samuel Goldner

Re: Loan evidenced by a Secured Promissory Note dated March 31, 2022 (the "Promissory Note") in the original principal amount of \$6,200,000 from WT Chat Properties LLC ("Borrower" and "Landlord"), in favor of The Capital Foresight Limited Partnership ("Lender") and secured by among other things, a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated March 31, 2022 and recorded on April 5, 2022 in Book 12911, Page 246 in the Hamilton County Clerk/Register's Office, as amended (the "Deed of Trust"), encumbering the fee interest of Borrower in that certain real property and all improvements thereon with a street address of 8249 Standifer Gap Road, Chattanooga, TN 37421-5046, as more particularly described in the Deed of Trust (the "Property"). Lease Agreement ("Lease") for the Property dated as of 1, April, 2022 (the "Lease"), by and between Landlord and WT Chat OP LLC ("Tenant").

Dear Mr. Goldner:

On behalf of Lender, this letter constitutes a **NOTICE OF COMPLETED FORECLOSURE SALE AND LEASE TERMINATION** under the Deed of Trust and the Lease.

WT Chat Properties LLC  
WT Chat OP LLC  
September 23, 2024  
Page 3

Be advised that Lender reserves all rights and remedies it may have against Landlord and Tenant under the Lease, law and equity, including without limitation, the right to seek a judgment for rent and all amount remaining owing under the Lease.

Sincerely yours,  
*/s/ Michael S. Ackerman*  
for JONES, ACKERMAN & CORMAN LLP

MSA; Enclosure

cc w/ Enclosure (via e-mail and Federal Express)

Brian Flank, Esq.

cc w/ Enclosure (via e-mail)

Naty Saidoff  
Bill Miller  
Jung Park  
Rosalee Braunstein  
Noelle Cooper, Esq.  
Harry Cash, Esq  
Kim Looney, Esq  
John Grant

Book/Page: **GI 13708 / 423**

Instrument: 2024091700164

6 Page TRUSTEE'S DEED Value of \$2000000.00  
Recorded by VRH on 9/17/2024 at 1:48 PM

Deed Recording Fee	\$30.00
Data Processing Fee	\$2.00
eFile Fee	\$2.00
Probate Fee	\$1.00
Conveyance Tax	\$7400.00
<b>TOTAL FEES</b>	<b>\$7435.00</b>

PREPARED BY:  
GRANT, KONVALINKA & HARRISON, P.C.  
900 Republic Centre, 633 Chestnut Street  
Chattanooga, Tennessee 37450

State of Tennessee Hamilton County  
Register of Deeds  
*Electronically Recorded by Simplifile*

**Marc Gravitt**

**SUCCESSOR TRUSTEE'S DEED**

**THIS INDENTURE**, dated this 17<sup>th</sup> day of September, 2024 between HARRY R. CASH, Successor Trustee (hereinafter called "Grantor"), and The Capital Foresight Limited Partnership, a Nevada limited partnership (hereinafter "Grantee") (the words "Grantor" and "Grantee" to include the parties named herein and their respective heirs, successors and assigns).

**WITNESSETH** that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby convey to Grantee in fee simple, the following described property:

Parcel A: (Map and Parcel 150I A 012.01)

Being Lot 1, Revised Dempsey Subdivision, per plat recorded in Plat Book 58, Page 169, in the Register's Office of Hamilton County, Tennessee.

ALSO TOGETHER WITH the flowage easement via concrete swale located on properties adjacent to subject property on the south, as shown on the above referenced survey.

For prior title, see deed recorded in Book 12911, Page 232, in the Register's Office of Hamilton County, Tennessee.

Property address commonly known as 8249 Standifer Gap Road, Chattanooga, Tennessee 37421.

Grantee Address  
The Capital Foresight Limited Partnership  
2980 Beverly Glen Circle, STE 300  
Bel Air, California 90077

Send Tax Bills To                      Map/Parcel No.  
The Capital Foresight Limited Partnership    see herein  
2980 Beverly Glen Circle, STE 300  
Bel Air, California 90077

Parcel B: (Map and Parcel 150I A 012)

Lot Two (2), on the plan of the Revised Dempsey Subdivision, of record in Plat Book 58, Page 169, in the Register's Office of Hamilton County, Tennessee.

For prior title, see deed recorded in Book 12911, Page 239, in the Register's Office of Hamilton County, Tennessee.

Subject to certain Cross Easement Agreement referenced in Parcel D.

Property address commonly known as 8251 Standifer Gap Road, Chattanooga, Tennessee 37421.

Parcel C: (Map and Parcel 150I A 012.02)

BEING a part of the Northeast Quarter (1/4), Section Six (6), Township One (1) South, Range Two (2), West of the Basis Line, Ocoee District, and that triangle portion of the property conveyed to Wayne K. Slaughter and wife by deed registered in Book 872, Page 655, in the Register's Office of Hamilton County, Tennessee, which lies East of the Standifer Gap Road, said part of tract containing 91/100ths (.91) acres, more or less, and is bounded on the West by said road, and the Northeast by the Northern line of said Section and on the Southeast by another parcel formerly owned by Grantor herein.

For prior title, see deed recorded in Book 12911, Page 239, in the Register's Office of Hamilton County, Tennessee.

Subject to that certain Cross Easement Agreement referenced in Parcel D.

Property address commonly known as 8247 Standifer Gap Road, Chattanooga, Tennessee 37421.

Parcel D:

TOGETHER WITH all right, title and interest in and to the easements created by that certain Cross-Easement Agreement by and between Earnest W. Dempsey, Sr., Geneva Dempsey, Dixie Taylor, Fred Beene and Chattanooga Health Care Associates, Ltd, dated April 30, 1989 and recorded in Book 3628, Page 602, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH rights for ingress and egress in and to that certain Reciprocal Easement Agreement granted by Cumberland Conference Association of Seventh Day Adventists recorded in Book 4602, Page 190, in the Register's Office of Hamilton County, Tennessee.



This Deed is executed and delivered pursuant to the terms and provisions of that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") from WT Chat Properties LLC, a Delaware limited liability company, naming Old Republic Title Company of Tennessee, as Trustee, recorded in Book 12911, Page 246, as affected by that certain Memorandum of Loan Extension Agreement recorded in Book 13128, Page 329, in the Register's Office of Hamilton County, Tennessee, to secure payment of a Promissory Note payable to The Capital Foresight Limited Partnership, a Nevada limited partnership, in the principal amount of \$6,200,000.00, plus expenses. Harry R. Cash was designated and appointed Successor Trustee to the original trustee in the Deed of Trust named by instrument of record in said Register's Office at Book 13688, Page 260. Default having occurred under the terms of said Note and Deed of Trust, The Capital Foresight Limited Partnership declared the entire unpaid balance immediately due and payable, and directed said Successor Trustee to exercise the powers of sale contained in said Deed of Trust. Pursuant to the terms of said Note and said Deed of Trust and in compliance with the laws of Tennessee regarding such sales, the property was advertised for sale in the *Chattanooga Times/Free Press* on August 25, September 1 and September 8, 2024. The sale of the property was scheduled for September 17, 2024 at 11:00 a.m., pursuant to said advertisements at which time the herein described property was sold to Grantee, the highest bidder, for the sum of Two Million and 00/100 Dollars (\$2,000,000.00).

The proceeds from said sale have been distributed in payment of the expenses of the sale and the balance to the debt evidenced by said Note.

This conveyance is made for cash and without warranty of title or otherwise, but in bar of all rights and equities of redemption, homestead, dower rights and exemptions to the extent Successor Trustee is authorized to so convey under said Deed of Trust and the laws of Tennessee.

This conveyance is made without warranty of title and, by the acceptance of this Deed, Grantee releases Successor Trustee from any liability for any adverse claims to said property or any interest thereof.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused these premises to be executed on the day and year first above written.

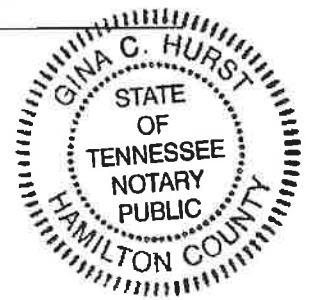
*Harry R. Cash, Successor Trustee*  
HARRY R. CASH, Successor Trustee

STATE OF TENNESSEE:  
COUNTY OF HAMILTON:

On this 17 day of September, 2024, before me personally appeared HARRY R. CASH, Successor Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Gina C. Hurst*  
NOTARY PUBLIC

My Commission Expires: 9-9-2025



**STATE OF TENNESSEE:  
COUNTY OF HAMILTON:**

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$2,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

*J. H. W. Smith*  
AFFIANT - GRANTEE

Sworn to and subscribed before me this 17th day of September, 2024.

*Gina C. Hurst*  
NOTARY PUBLIC

My Commission Expires: 9-9-2025



CERTIFICATE OF AUTHENTICITY

I, HARRY R. CASH, 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 September 17, 2024.  
DATE

Harry R. Cash  
AFFIANT SIGNATURE

September 17, 2024  
DATE

STATE OF TENNESSEE  
COUNTY OF HAMILTON

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17th DAY OF September, 2024.

Gina C. Hurst  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

Sept 9, 2025