

November 5, 2018

VIA ELECTRONIC MAIL

State Health Planning and Development Agency
Certificate of Need Review Board
RSA Union Building
100 N. Union Street – Suite 870
Montgomery, AL 36104
Attn: Mr. Alva M. Lambert, Executive Director
Email: shpda.online@shpda.alabama.gov

Re: Notice of Change of Ownership/Control Application
for Certificate of Need

Dear Mr. Alva M. Lambert:

Enclosed please find the Notice of Change of Ownership/Control Application for Certificate of Need for the facility known as Magnolia Place Specialty Care Assisted Living Facility located at 1553 Professional Parkway, Auburn, AL 36830.

The anticipated change of ownership effective date is December 20, 2018. If this date changes at any time, an update will be sent to the Department with the new effective date.

In connection with the above, enclosed please find the required application materials, including an organizational chart and the four items from page 2 on a separate sheet.

Should you have any questions or concerns, please do not hesitate to contact me. I can be reached by phone at 206-623-6239 or by email anna@nathansongroup.com.

Sincerely,



Anna Otsuka

Regulatory Compliance Coordinator

Enclosures

NOTICE OF CHANGE OF OWNERSHIP/CONTROL

The following notification of intent is provided pursuant to all applicable provisions of ALA. CODE § 22-21-270 (1975 as amended) and ALA. ADMIN. CODE r. 410-1-7-.04. This notice must be filed at least twenty (20) days prior to the transaction.

Change in Direct Ownership or Control (of a vested Facility; ALA. CODE §§ 22-20-271(d), (e))

Change in Certificate of Need Holder (ALA. CODE § 22-20-271(f))

Change in Facility Management (Facility Operator)

Any transaction other than those above-described requires an application for a Certificate of Need.

Part I: Facility Information

SHPDA ID Number: P4102
(This can be found at www.shpda.alabama.gov, Health Care Data, ID Codes)

Name of Facility/Provider: Magnolia Place Specialty Care Assisted Living Facility
(ADPH Licensure Name)

Physical Address: 1553 Professional Parkway
Auburn, AL 36830

County of Location: Lee

Number of Beds/ESRD Stations: 42

CON Authorized Service Area (Home Health and Hospice Providers Only). Attach additional pages if necessary. N/A

Part II: Current Authority (Note: If this transaction will result in a change in direct ownership or control, as defined under ALA. CODE § 22-20-271(e), please attach organizational charts outlining current and proposed structures.)

Owner (Entity Name) of Facility named in Part I: Dominion Senior Living at Magnolia Place, LLC

Mailing Address: 2700 Corporate Drive
Birmingham, AL 35242

Operator (Entity Name): Dominion Senior Living at Magnolia Place, LLC

Part III: Acquiring Entity Information

Name of Entity: Auburn AL III Senior Property LLC

Mailing Address: 1000 Legion Place, Suite 1600
Orlando, FL 32801

Operator (Entity Name): Summer Village Senior Care LLC

Proposed Date of Transaction Is on or after: 12/20/2018

Part IV: Terms of Purchase

Monetary Value of Purchase: \$ 26,250,000 (see attachment)

Type of Beds: Specialty Care Assisted Living Beds

Number of Beds/ESRD Stations: 42 existing; 0 new beds

Financial Scope: to Include Preliminary Estimate of the Cost Broken Down by Equipment, Construction, and Yearly Operating Cost:

Projected Equipment Cost: \$ N/A

Projected Construction Cost: \$ N/A

Projected Yearly Operating Cost: \$ N/A

Projected Total Cost: \$ N/A

On an Attached Sheet Please Address the Following:

- 1.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service, whether the service is an extension of a presently offered service, or whether the service is a new service).
- 2.) Whether the proposal will include the addition of any new beds.
- 3.) Whether the proposal will involve the conversion of beds.
- 4.) Whether the assets and stock (if any) will be acquired.

Part V: Certification of Information

Current Authority Signature(s):

The information contained in this notification is true and correct to the best of my knowledge and belief.

Owner(s): Dominion Senior Living at Camellia Place, LLC

Operator(s): Dominion Senior Living Operations Camellia Place, LLC

Title/Date: _____

By: *Allan Worthington*

By: *Allan Worthington*

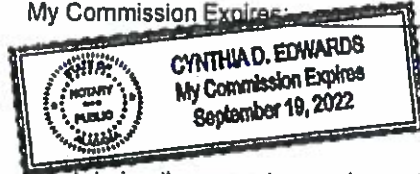
Allan D. Worthington
Authorized Representative / October 29, 2018

SWORN to and subscribed before me, this 29th day of October, 2018

(Seal)

Cynthia D. Edwards
Notary Public

My Commission Expires:



Acquiring Authority Signature(s):

I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-.12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): _____

[Signature]

Operator(s): _____

Title/Date: Robert W. Chapin, Jr.

Authorized Representative 11/1/2018

SWORN to and subscribed before me, this 1st day of November, 2018

(Seal)



[Signature]
Notary Public

My Commission Expires: April 25, 2022

Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule

Part IV Written Attachment

Part IV: Terms of Purchase Attachment

1. The services currently offered at the facility and that will continue to be offered after the change of ownership are the following:

Specialty Care Assisted Living Facility (SCALF):

BASIC SERVICES

SOMERBY will provide RESIDENT with the following basic services, subject to the terms of this Agreement. These services are included in RESIDENT'S Monthly Fee unless otherwise indicated.

A. Living Accommodations.

Residence. RESIDENT has elected to live in Apartment Home # _____ (the "Apartment")

subject to the terms of this Agreement and subject to the policies contained in the Resident Handbook, as it may be amended from time to time by SOMERBY in its sole and absolute discretion.

Utilities. SOMERBY will furnish the Apartment with water and sewer, electricity, heat and air conditioning. RESIDENT will be responsible for telephone service, and internet, which will be billed directly to RESIDENT by the respective companies. SOMERBY is not responsible for interruptions or any damages that may be caused by interruptions in utility services caused by the utility companies providing those services, any act of God, RESIDENT or RESIDENT'S guests.

Furnishings. SOMERBY encourages RESIDENT to provide his or her own furniture and personal possessions. RESIDENT or RESIDENT'S estate will be responsible for removing all of RESIDENT'S furnishings when the Apartment is vacated.

Maintenance. SOMERBY, at SOMERBY'S expense, will perform necessary maintenance and repairs to the Apartment, excluding RESIDENT'S personal belongings, caused by normal wear and tear. RESIDENT will be responsible for reimbursing SOMERBY for any repairs not caused by normal wear and tear.

Alterations. Any physical change to the RESIDENT'S Apartment requires SOMERBY'S prior written approval and will be made at RESIDENT'S own expense. Such approval will be at SOMERBY'S sole and absolute discretion. If RESIDENT obtains such approval, RESIDENT or RESIDENT'S estate will be responsible for restoring the Apartment to its original condition when RESIDENT vacates the Apartment, unless SOMERBY specifically exempts RESIDENT from this requirement in writing.

If RESIDENT is handicapped, with SOMERBY'S prior written approval, SOMERBY will allow RESIDENT to make reasonable alterations to the Apartment at RESIDENT'S own expense provided the modifications are necessary, in SOMERBY'S sole and absolute judgment, to afford RESIDENT full enjoyment of the Apartment. If, in SOMERBY'S sole

and absolute discretion, the alterations will interfere with the enjoyment of subsequent residents, then RESIDENT will be required to pay to SOMERBY in advance the estimated actual cost of returning the Apartment to its original state when RESIDENT vacates the Apartment.

B. Laundry.

SOMERBY will launder RESIDENT'S bed and bath linens once per week (or more often, if necessary) at no charge. Personal laundry service is also provided once per week at no charge.

C. Housekeeping.

SOMERBY will provide housekeeping services as described in the Resident Handbook. SOMERBY encourages RESIDENT to participate in tidying up the Apartment to the extent RESIDENT is able.

D. Meals.

Dining Room. Three (3) nutritionally balanced meals, served in SOMERBY'S dining room, are included in RESIDENT'S Monthly Fee. To the greatest extent possible, SOMERBY will accommodate special diets as described in the Resident Handbook. RESIDENT will be charged a fee for special food services and products that RESIDENT or RESIDENT'S doctor requests if, in SOMERBY'S sole and absolute judgment, SOMERBY is able to accommodate RESIDENT'S request. Snacks are available between meals at the nourishment station, and are also included in RESIDENT'S Monthly Fee.

Tray Service. SOMERBY will provide tray service to the Apartment during RESIDENT'S temporary illness of three (3) days or less at no extra charge, provided SOMERBY approves such service and non-charge therefor in advance. Tray Service in excess of three (3) days after is available, but is subject to a delivery fee as per the Resident Handbook.

Guests. RESIDENT may invite guests to any meal or snack; however, space for guests is limited. SOMERBY requires twenty-four (24) hours advance notice of such guest invitations so that, if possible, proper accommodations can be made. RESIDENT will be charged an extra meal or snack fee for guest meals and snacks.

E. Observation and Assessment.

SOMERBY will regularly monitor RESIDENT'S condition to identify and help RESIDENT respond to his or her health needs. As described more fully below, RESIDENT will be an active participant in developing and following his or her own Service Plan to assist RESIDENT in maintaining the highest degree of independence possible.

F. Planned Activities.

SOMERBY will assist interested resident groups in planning social and recreational activities, both at and away from the Community. RESIDENT is encouraged to recommend, initiate and participate in such activities, as RESIDENT desires.

G. Transportation.

SOMERBY will provide group transportation to physician appointments, area shopping centers, and social events on a regular scheduled basis. In addition, SOMERBY will make available limited, scheduled transportation as published from time to time. Emergency transportation will be arranged twenty-four (24) hours per day. Upon request by RESIDENT, SOMERBY will provide assistance with obtaining transportation for emergency use through the emergency response system.

H. Security and Fire Protection.

The Apartment will be equipped with a smoke detector and sprinkler system. The Community will be staffed twenty-four (24) hours each day.

I. Emergency Response System.

The Apartment will have a twenty-four (24) hour emergency response system to alert staff to emergencies and illness.

J. Medication.

SOMERBY will provide assistance with self-administration of medication to RESIDENT by SOMERBY Licensed Practical Nurses and/or Registered Nurse. RESIDENT is responsible to provide SOMERBY all necessary documentation and information to obtain the initial acquisition of medication. RESIDENT is responsible for the cost of all medications, including those acquired by SOMERBY. In connection with medications acquired for RESIDENT by SOMERBY, SOMERBY is responsible for the initial acquisition of such medication through an agreed upon pharmacy provider as well as future refilling of prescribed medications. SOMERBY utilizes medication strips and multi-unit dose packing systems for all prescribed medications.

K. Resident Services.

RESIDENT is not required to perform any services for SOMERBY.

L. Respite Care.

Respite care is available as set forth on the Respite Addendum attached hereto.

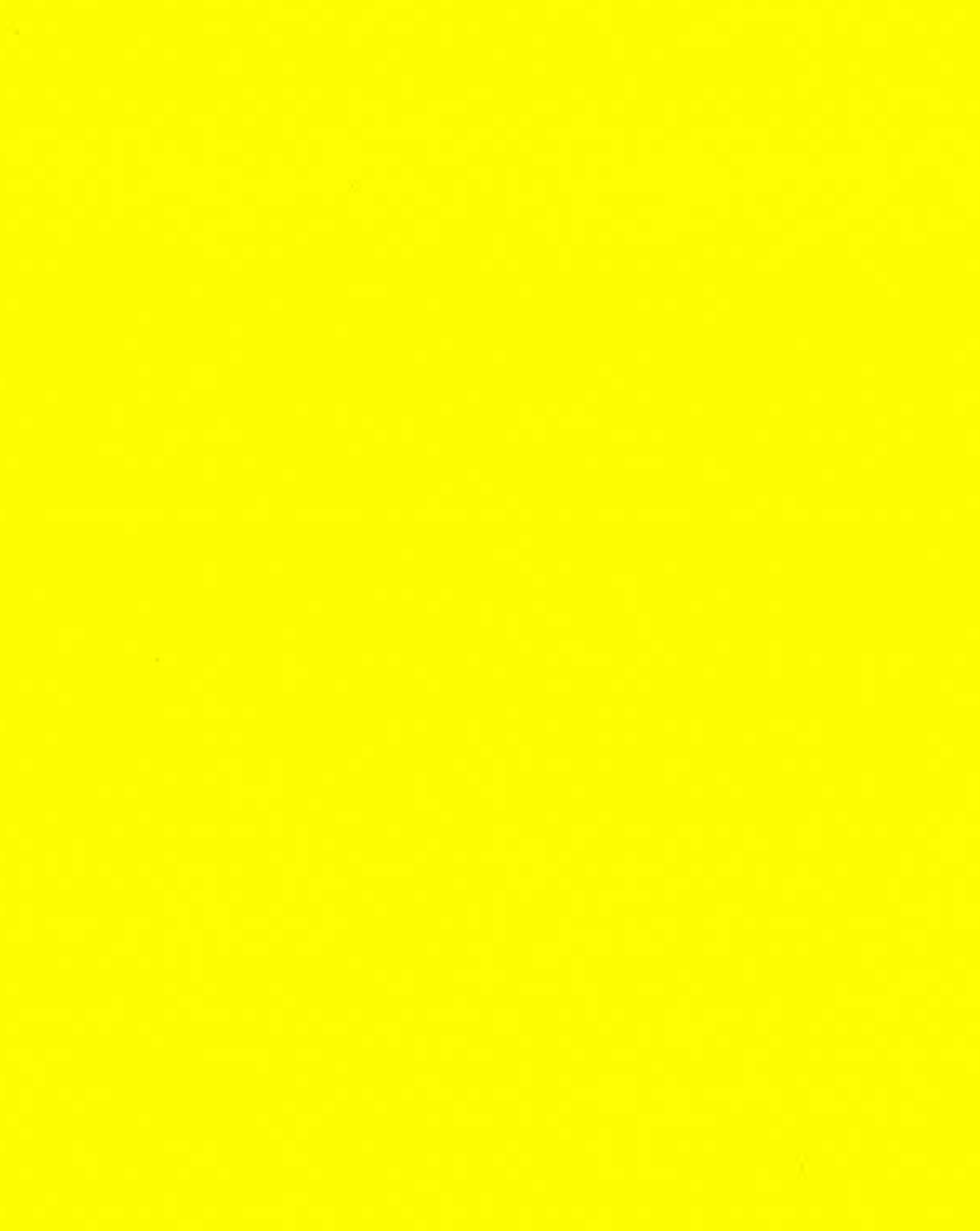
III. PERSONAL ASSISTANCE AND CARE

SOMERBY will provide to RESIDENT basic assistance, as needed, with dressing, grooming, bathing, and other activities of daily living, to the extent allowed by applicable law. To determine the level of assistance with activities of daily living that RESIDENT requires, SOMERBY (with input and participation from RESIDENT, SPONSOR, treating physician or other licensed health

care provider) will, within thirty (30) days of admission, develop an initial assessment and plan of care ("Service Plan"). Regularly thereafter, or more frequently if RESIDENT'S condition should change (but not less than annually), SOMERBY will meet with RESIDENT, and RESIDENT'S family if RESIDENT approves, to review the appropriateness of RESIDENT'S Service Plan. Subject to Section VIII below, RESIDENT'S Service Plan may be adjusted, with a copy of the adjusted Service Plan provided to RESIDENT.

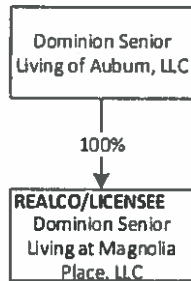
2. The change of ownership will not include any addition of new beds. The bed count will be kept the same.
3. The change of ownership will not involve the conversion of beds. All of the beds will be continued to be used for the same purpose post-change of ownership.
4. The purchase is an equity purchase. The sale will include the real estate (land/building), FF&E, inventory, etc. Furthermore, the monetary value of purchase price listed as "Monetary Value of Purchase" encompasses the entire purchase of three facilities – Azalea Place Assisted Living Facility, Magnolia Place Specialty Care Assisted Living Facility, and Camellia Place at Auburn Medical Park – underneath the umbrella of "Summer Village." The monetary value of purchase amount reflects all three facilities as a whole, as they are being purchased as a package and not as separate facilities. Therefore, there is no further breakdown of the value of purchase.

Current-Post Organizational Chart

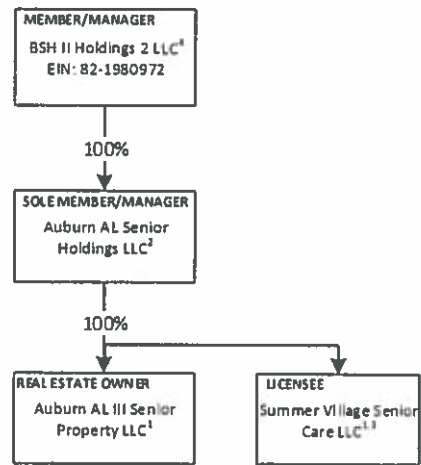


Magnolia Place Specialty Care Assisted Living Facility

Current



Post



¹ Manager is Auburn AL Senior Holding LLC

² Manager is BSH II Holdings LLC

³ Robert W. Chapin, Jr. is the signor on behalf of licensee

⁴ Managers Dean A. Allara, Robert W. Chapin, Jr., Phillip M. Anderson, Jonathan P. Slager