

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: 089-S4518
(This can be found at www.shpda.alabama.gov, Health Care Data, ID Codes)

Name of Facility/Provider: Fleming Farms
(ADPH Licensure Name)

Physical Address: 4670 Bellewood Drive SE

Huntsville, AL 35802

County of Location: Madison

Number of Beds/ESRD Stations: 32

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 Fleming Farms, LLC

Mailing Address: 1200 Corporate Drive, Suite 225

Birmingham, AL 35242

Operator (Entity Name): Dominion Senior Living at Fleming Farms, LLC

Part III: Acquiring Entity Information

Name of Entity: Huntsville AL Senior Property LLC

Mailing Address: 1000 Legion Place, Suite 1600

Orlando, FL 32801

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Orlando, FL 32801

Operator (Entity Name): Bellewood Senior Care LLC

Proposed Date of Transaction is on or after: 12/15/2021

Part IV: Terms of Purchase

Monetary Value of Purchase: \$ 68,000,000

Type of Beds: Specialty Care Assisted Living

Number of Beds/ESRD Stations: 32 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~~ 5,600,000

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):  ALLAN WORTHINGTON

Operator(s):  ALLAN WORTHINGTON

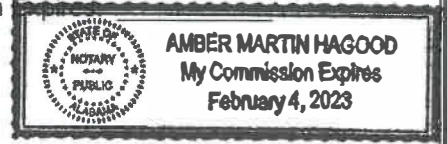
Title/Date: AUTHORIZED REPRESENTATIVE 11/9/2021

SWORN to and subscribed before me, this 9th day of NOVEMBER, 2021.

(Seal)

Amber M. Hagood
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): Robert W. Chapin, Jr. [Signature]

Operator(s): Robert W. Chapin, Jr. [Signature]

Title/Date: _____ 11/15/2021

SWORN to and subscribed before me, this 15th day of November, 2021.

(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

Attachment 1

Part IV Citations 1-4

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

FLEMING FARMS 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 FLEMING FARMS in its sole and absolute discretion.

Utilities. FLEMING FARMS 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. FLEMING FARMS 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. FLEMING FARMS 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. FLEMING FARMS, at FLEMING FARMS'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 FLEMING FARMS for any repairs not caused by normal wear and tear.

Alterations. Any physical change to the RESIDENT'S Apartment requires FLEMING FARMS'S prior written approval and will be made at RESIDENT'S own expense. Such approval will be at FLEMING FARMS'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 FLEMING FARMS specifically exempts RESIDENT from this requirement in writing.

If RESIDENT is handicapped, with FLEMING FARMS'S prior written approval, FLEMING FARMS will allow RESIDENT to make reasonable alterations to the Apartment at RESIDENT'S own expense provided the modifications are necessary, in

FLEMING FARMS'S sole and absolute judgment, to afford RESIDENT full enjoyment of the Apartment. If, in FLEMING FARMS'S sole and absolute discretion, the alterations will interfere with the enjoyment of subsequent residents, then RESIDENT will be required to pay to FLEMING FARMS in advance the estimated actual cost of returning the Apartment to its original state when RESIDENT vacates the Apartment.

B. Laundry.

FLEMING FARMS 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.

FLEMING FARMS will provide housekeeping services as described in the Resident Handbook. FLEMING FARMS 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 FLEMING FARMS'S dining room, are included in RESIDENT'S Monthly Fee. To the greatest extent possible, FLEMING FARMS 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 FLEMING FARMS'S sole and absolute judgment, FLEMING FARMS 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. FLEMING FARMS will provide tray service to the Apartment during RESIDENT'S temporary illness of three (3) days or less at no extra charge, provided FLEMING FARMS 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. FLEMING FARMS 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.

FLEMING FARMS 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.

FLEMING FARMS 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.

FLEMING FARMS will provide group transportation to physician appointments, area shopping centers, and social events on a regular scheduled basis. In addition, FLEMING FARMS 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, FLEMING FARMS 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.

FLEMING FARMS will provide assistance with self-administration of medication to RESIDENT by FLEMING FARMS Licensed Practical Nurses and/or Registered Nurse. RESIDENT is responsible to provide FLEMING FARMS 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 FLEMING FARMS. In connection with medications acquired for RESIDENT by FLEMING FARMS, FLEMING FARMS is responsible for the initial acquisition of such medication through an agreed upon pharmacy provider as well as future refilling of prescribed medications. FLEMING FARMS 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 FLEMING FARMS.

III. PERSONAL ASSISTANCE AND CARE

FLEMING FARMS 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, FLEMING FARMS (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), FLEMING FARMS 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.

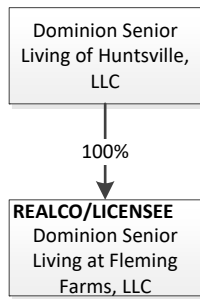
2. The change of ownership will not include any addition of new beds. The bed count will be kept the same.
3. The change of ownership will not involve the conversion of beds. All of the beds will be continued to be used for the same purpose post-change of ownership.
4. The purchase is an equity purchase. 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 the facility. The monetary value of purchase amount reflects all beds located at the facility as a whole (both ALF and SCALF), as they are being purchased as a package and not as separate facilities. Therefore, there is no further breakdown of the value of purchase.

Attachment 2

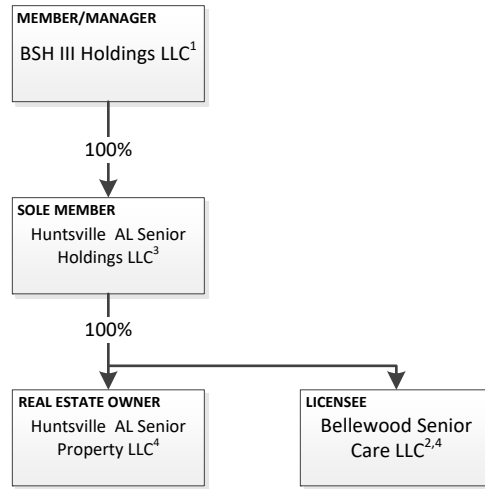
Ownership Disclosure Chart

Fleming Farms Pre/Post Org Chart

Current



Post



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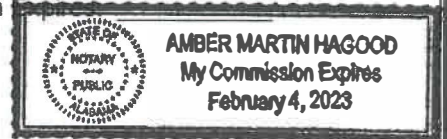
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Author: Alva M. Lambert
Statutory Authority: § 22-21-271(c), Code of Alabama, 1975
History: New Rule