

## 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: 097-R4911  
(This can be found at [www.shpda.alabama.gov](http://www.shpda.alabama.gov), Health Care Data, ID Codes)

Name of Facility/Provider: Rebound Rehab  
(ADPH Licensure Name)

Physical Address: 5920 Grelot Rd  
#C-2

County of Location: MOBILE

Number of Beds/ESRD Stations: 0

CON Authorized Service Area (Home Health and Hospice Providers Only). Attach additional pages if necessary. \_\_\_\_\_

**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: Deese and Maxey, PC

Mailing Address: 2079 Seacliff Dr. N  
Daphne, AL 36526-7137  
Deese and Maxey, PC

Operator (Entity Name): \_\_\_\_\_

### Part III: Acquiring Entity Information

Name of Entity: BTR Business, LLC

Mailing Address: 9705 Chariot Avenue  
Fairhope, AL 36532

Operator (Entity Name): BTR Business, LLC

Proposed Date of Transaction is on or after: 06/04/2022

**Part IV: Terms of Purchase**

Monetary Value of Purchase: \$ 550,000.00

Type of Beds: N/A

Number of Beds/ESRD Stations: 0

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

Projected Equipment Cost: \$ 0.00

Projected Construction Cost: \$ 0.00

Projected Yearly Operating Cost: \$ 421,000.00

Projected Total Cost: \$ 421,000.00

**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.

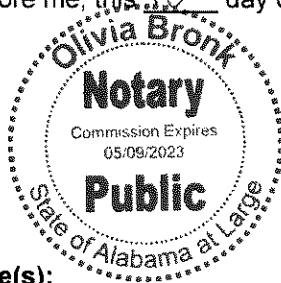
Owner(s): Christy Dease

Operator(s): Christy Dease

Title/Date: President 6/10/2022

SWORN to and subscribed before me, this 10<sup>th</sup> day of June, 2022.

(Seal)



Olivia Bronk  
Notary Public

My Commission Expires: 05/09/2023

**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.

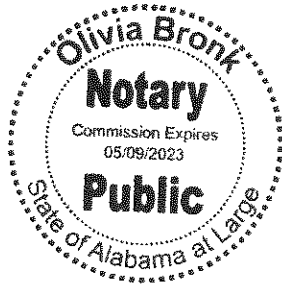
Purchaser(s): Tiffani Bieller [Signature]

Operator(s): Tiffani Bieller [Signature]

Title/Date: Owner / President 6/10/2022

SWORN to and subscribed before me, this 10<sup>th</sup> day of June, 2022.

(Seal)



Olivia Bronk  
Notary Public

My Commission Expires: 05/09/2023

Author: Alva M. Lambert

Statutory Authority: § 22-21-271(c), Code of Alabama, 1975

History: New Rule

RECEIVED

Jun 13 2022

STATE HEALTH PLANNING AND  
DEVELOPMENT AGENCY

To whom it may concern:

The sale of Rebound Rehab took place on 6/3/2022 with BTR Business, LLC taking ownership on 6/4/2022.

The transfer of the certificate/ license did not take place prior to the sale date because:

- 1) Both seller (Deese and Maxey, PC) and buyer (BTR Business, LLC) were under the impression it could be *assumed* as is with previous ownership under Deese and Maxey, PC.
- 2) Seller (Deese and Maxey, PC) has contractually agreed to provide assistance and resources with the transfer of management and operations for proper and successful business conduction for twenty business days following the sale.

Rebound Rehab will continue to operate under guidance and resources provided by Deese and Maxey, PC until July 1<sup>st</sup>, 2022.

1. No new services will be offered. All services offered by previous owners will continue to be offered.
2. Addition of new beds is not applicable to this facility/ business.
3. Conversion of beds is not applicable to this facility/ business
4. All assets (\$8,100 value) will be acquired with the sale.

## TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of the \_\_\_\_ day of JUNE 2022, is entered into by and between Christy Deese ("Seller" and/or "Deese") and BTR Business, LLC, an Alabama limited liability company ("Buyer").

### RECITALS

WHEREAS, Seller owns and operates a physical therapy business known as REBOUND REHAB (the "Business"), located at 5920 Grelot Road C2; Mobile, AL 36695; and

WHEREAS, Buyer and Seller have entered into that certain Business Sale Offer and Acceptance Agreement, dated as of March 16, 2022, (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all the assets and properties pertaining to the Business; and

WHEREAS, in order to secure the protectable interest of Buyer, and as a condition to consummating the transactions contemplated by the Purchase Agreement, Buyer and the Selling Parties have agreed to enter into this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

### ARTICLE I TRANSITION SERVICES

#### Section 1.01 Provision of Services.

(a) Deese agrees to provide the services (the "Services") set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Service Exhibit") to Buyer on the terms and conditions set forth in this Agreement and in the Service Exhibit, unless otherwise agreed in writing by the parties hereto.

(b) The obligations of Deese under this Agreement to provide Services shall terminate with respect to each Service on the date that is twenty-one (21) days following the Closing (the "End Date").

#### Section 1.02 Standard of Service.

(a) Deese represents, warrants and agrees that the Services shall be provided in good faith, in accordance with applicable law and, except as specifically provided in the Service Exhibit, in a manner generally consistent with the historical provision of the Services and with the same standard of care.

(b) Except as expressly set forth in Section 1.02(a), Deese makes no representations and warranties of any kind, implied or expressed, with respect to the Services. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties.

#### **Section 1.03 Access to Premises.**

(a) In order to enable the provision of the Services by Deese, Buyer agrees that it shall provide Deese access to the facilities, assets and books and records of the Business, to the extent necessary for Deese to fulfill the obligations under this Agreement.

(b) When on the property of Buyer or when given access to any equipment, computer, software, network or files owned or controlled by Buyer, Deese agrees to conform to the policies and procedures of Buyer concerning health, safety and security which are made known to Deese in advance in writing.

### **ARTICLE II TERMINATION**

**Section 2.01 Termination of Agreement.** This Agreement shall terminate in its entirety upon the End Date.

### **ARTICLE III MISCELLANEOUS**

**Section 3.01 Notices.** All Invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 3.01):

(a) if to Deese: 2079 SeaCliff Drive North  
Daphne, Alabama 36526

(b) if to Buyer: 9705 Chariot Ave  
Fairhope, Alabama 36532

**Section 3.02 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 3.03 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 3.04 Entire Agreement.** This Agreement, including all Service Exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Services hereunder, the provisions of this Agreement shall control.

**Section 3.05 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 3.06 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

**Section 3.07 Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

**Section 3.08 Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama.

**Section 3.09 Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.



**Section 3.10 Attorneys' Fees.** In the event that any legal action, proceeding or suit (a "Proceeding") is brought concerning or in respect to this Agreement or any exhibits hereto, the prevailing party in such Proceeding shall be entitled to recover reasonably attorneys' fees and other costs incurred in connection with such Proceeding, in addition to any relief to which such party may be entitled.

**Section 3.11 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their respective duly authorized representatives, as of the date first written above.

AS TO SELLER:

Christy Deese (SEAL)  
CHRISTY DEESE

STATE OF ALABAMA )  
COUNTY OF MOBILE )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHRISTY DEESE**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument she voluntarily executed the same on the day the same bears date.

Given under my hand and official seal this the 3 day of JUNE, 2022.

  
NOTARY PUBLIC  
My Commission Expires: 7/27/25



AS TO BUYER:

BTR BUSINESS, LLC

By: Tiffany L. Bieller  
TIFFANY L. BIELLER  
Its Member

By: Ryan N. Bieller  
RYAN N. BIELLER  
Its Member

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TIFFANI L. BIELLER**, whose name as member of **BTR Business, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, and with full authority, she voluntarily executed the same on the day the same bears date on behalf of the company.

Given under my hand, this 3 day of JUNE, 2022.

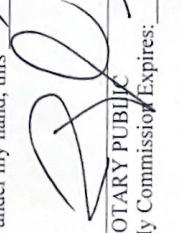
  
NOTARY PUBLIC  
My Commission Expires: 2/8/23



STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **RYAN N. BIELLER**, whose name as member of **BTR Business, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, and with full authority, he voluntarily executed the same on the day the same bears date on behalf of the company.

Given under my hand, this 3 day of JUNE, 2022.

  
NOTARY PUBLIC  
My Commission Expires: 2/8/23



This instrument prepared by:  
R. Jason Crane  
ANDERS, BOYETT, BRADY & SMITH, P.C.  
One Maison, Suite 203  
3800 Airport Boulevard  
Mobile, Alabama 36608  
(251) 344-0880  
ABB No. 87374

EXHIBIT "A"

**DESCRIPTION OF SERVICES**

Deese agrees to provide assistance and training to buyer in the transfer of management and operation of the business during normal business hours at 5920 Grelot Road C2, Mobile, AL 36695 for a period of twenty (20) business days following Closing, all without additional consideration by Buyer.