

Sep 10 2024

**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: 117-S5925  
(This can be found at [www.shpda.alabama.gov](http://www.shpda.alabama.gov), Health Care Data, ID Codes)

Name of Facility/Provider: Premier Assisted Living  
(ADPH Licensure Name)

Physical Address: 155 Egg and Butter Road  
Columbiana Alabama 35051

County of Location: SHELBY 

Number of Beds/ESRD Stations: 16

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: Premier Assisted Living LLC

Mailing Address: 2360 Timber Lane  
Alabaster Alabama 35007  
Premier Assisted Living

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

**Part III: Acquiring Entity Information**

Name of Entity: Premier Assisted LLC

Mailing Address: 155 Egg and Butter Road  
Columbiana Alabama 35051

Operator (Entity Name): Premier Assisted Living

Proposed Date of Transaction is on or after: 05/12/2024

**Part IV: Terms of Purchase**

Monetary Value of Purchase: \$ 1,680,000.00

Type of Beds: SCALF

Number of Beds/ESRD Stations: 16

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

Projected Equipment Cost: \$ \_\_\_\_\_

Projected Construction Cost: \$ \_\_\_\_\_

Projected Yearly Operating Cost: \$ \_\_\_\_\_

Projected Total Cost: \$ 0.00

**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): Shawn Callahan [Signature]

Operator(s): \_\_\_\_\_

Title/Date: President 5/12/24

SWORN to and subscribed before me, this 20 day of August, 2024.

(Seal)

Savoyia McNeal  
Notary PublicMy Commission Expires: **My Commission Expires**  
**Feb 3, 2027**

Acquiring Authority Signature(s)

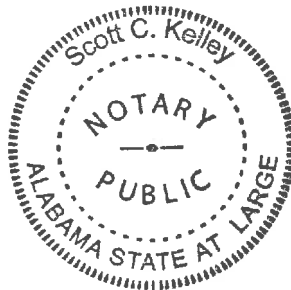
I agree to be responsible for reporting of all services provided during the current annual reporting period, as specified in ALA. ADMIN. CODE r. 410-1-3-.12. The information contained in this notification is true and correct to the best of my knowledge and belief.

Purchaser(s): JOHN PARSONS

Operator(s): \_\_\_\_\_

Title/Date: 5/12/24SWORN to and subscribed before me, this 22 day of August, 2024.

(Seal)

Scott C. Kelley  
Notary PublicMy Commission Expires: 11/28/2027

Author: Alva M. Lambert

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

History: New Rule

**BILL OF SALE  
AND  
ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENT, that **PREMIER ASSISTED LIVING LLC**, an Alabama limited liability company (hereinafter referred to as "Seller"), for and in consideration of \$0.00 and other good and valuable consideration in hand paid by **PREMIER ASSISTED LLC**, an Alabama limited liability company (hereinafter referred to as "Purchaser"), does hereby sell, assign, and deliver to Purchaser the following:

1. All goodwill, telephone numbers, general intangibles, inventory, and all proceeds of the foregoing, which are owned by Seller and located at 155 Egg and Butter Road Columbiana, Alabama 35051
2. The business known as Premier Assisted Living located at 155 Egg and Butter Road Columbiana, Alabama 35051 (hereinafter the "Business").

Seller warrants that he has good title to the goods described herein, and that it is transferring good title to Purchaser hereby, free and clear of all liens and encumbrances, and that Seller will defend good title to said assets in Purchaser, including the cost of attorneys fees and expenses.

Seller makes no warranties as to merchantability, or fitness as to a particular purpose of the items conveyed hereby; and all items being sold are sold AS IS and WITH ALL FAULTS.

Seller hereby indemnifies and hold Purchaser harmless in the manner and to the extent hereafter provided, against and in respect of any and all liabilities, losses, damages, causes, fees or deficiencies associated with the Business or its operation prior to this date and from any loss, cause of action, suit, proceeding, judgment, cost and expenses arising from any incident, act, transaction, or omission attributable to or claimed against the Business or its operation prior to this date. Purchaser shall not be entitled to indemnification with respect to any claim against or liability as to which Seller shall not have been given written notice within the applicable period for defense thereof by Seller and the period of limitation of actions under the laws of the appropriate state relating to such claim. Purchaser will give Seller prompt, written notice of the assertion by a third party of any claim relating to the Business with respect to which Purchaser might bring a claim for indemnification hereunder. Seller shall have the right, at its own expense, to defend and litigate any such third party claim.

Purchaser hereby indemnifies and hold Seller harmless in the manner and to the extent hereafter provided, against and in respect of any and all liabilities, losses, damages, causes, fees or deficiencies associated with the Business or its operation after this date and from any loss, cause of action, suit, proceeding, judgment, cost and expenses arising from any incident, act, transaction, or omission attributable to or claimed against the property or its operation after this date. Seller shall not be entitled to indemnification with respect to any claim against or liability as to which Purchaser shall not have been given written notice within the applicable period for defense thereof

by Purchaser and the period of limitation of actions under the laws of the appropriate state relating to such claim. Seller will give Purchaser prompt, written notice of the assertion by a third party of any claim relating to the Business with respect to which Seller might bring a claim for indemnification hereunder. Purchaser shall have the right, at its own expense, to defend and litigate any such third party claim.

Seller further makes the following representations and warranties to Purchaser:

1. Seller is the owner of, and has good and marketable title to the assets being conveyed hereby;
2. There are no suits, judgments, liens, actions, mortgages, encumbrances or other proceedings pending or threatened against the Business, the assets of the Business or the Seller;
3. There are no unpaid bills of any nature, either for inventory and merchandise or for labor or material associated with the Business;
4. Seller will execute any and all necessary title documents transferring right title and interest in the goods conveyed hereby to Purchaser;
5. Neither the execution and delivery of this agreement, nor the consummation of the transaction contemplated hereunder, nor compliance by the Seller with any of the terms or provisions hereof, will conflict with, violate or result in a breach of (i) any law, judgment, decree, order rule, or regulation, or (ii) the terms or conditions of any contract, agreement or other instrument or restriction to which the Seller (or if a corporation, its officers, directors, shareholders or affiliated corporations) or any predecessors, successors, agents or assigns of Seller is/are a party;
6. That the making and performance of this agreement will not constitute a default, or result in the creation of any lien, charge, or encumbrance upon any of the assets conveyed hereunder, pursuant to any agreement or instrument to which the Seller (or if a corporation, its officers, directors, shareholders or affiliated corporations) or any predecessors, successors, agents or assigns of Seller may be bound;
7. That the Business is free and clear of all liens of every character, except for those referenced herein, and the Seller covenants to defend same against all lawful claims and demands by any person whomsoever which occurs or originates as the result of any events taking place prior to this date;
8. That all taxes due and payable by the Seller have been paid in full; that all tax returns required by either the State, County, City of Federal Governments have been filed as of the date hereof, and all taxes shall have been paid by Seller;
9. That there are no employment agreements, other than any referenced herein, either written or oral between the Seller and any employees or independent contractors of the business being conducted in connection with the Business, and that the Seller has no liability for vacation pay and there is no existing pension or profit sharing plan for the employees of the Business;
10. Seller will execute any and all documents necessary to effectuate the terms of this agreement; and

11. Seller agrees to indemnify and hold purchaser harmless from any damages, including reasonable attorneys fees, incurred as the result of the breach, misrepresentation or violation of any of the representations or warranties contained herein.

IN WITNESS WHEREOF, we have set out hands to this Bill of Sale and Assignment, this 1<sup>st</sup> day of May 2024.

SELLER:

**PREMIER ASSISTED LIVING**, an Alabama limited liability company

By: 

Print Name: Shawn Callahan

Title Member

PURCHASER:

**PREMIER ASSISTED LLC**, an Alabama limited liability company

By: 

Print Name: John Michael Parsons

Title: Member