

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**IN RE:** ) **CHAPTER 11**  
)  
**REGIONAL HOUSING & COMMUNITY** ) **Jointly Administered Under**  
**SERVICES CORP., et al.,** ) **CASE NO. 21-41034-pwb**  
)  
**Debtors.** )

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**NOTICE OF FILING**  
**EXHIBITS AND SCHEDULES TO ASSET PURCHASE AGREEMENT**

COME NOW the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”)<sup>1</sup> by and through the undersigned counsel, and hereby file the Exhibits and Schedules attached hereto as Exhibit 1 (“**Exhibits and Schedules**”) to the Asset Purchase Agreement dated August 8, 2023 (the “**APA**”) between RHCSC Social Circle AL Holdings LLC and RHCSC Social Circle Health Holdings LLC (collectively, the “**Sellers**”), on the one hand, and West Property Realty LLC and SCAL LLC (collectively the “**Buyers**”) on the other hand.

This 16th day of August, 2023.

Respectfully submitted,

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/s/ Ashley R. Ray  
\_\_\_\_\_  
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1 The Debtors in these Chapter 11 cases include: Regional Housing & Community Services Corporation, RHCSC Columbus AL Holdings LLC, RHCSC Columbus Health Holdings LLC, RHCSC Douglas AL Holdings LLC, RHCSC Douglas Health Holdings LLC, RHCSC Gainesville AL Holdings LLC, RHCSC Gainesville Health Holdings LLC, RHCSC Montgomery I AL Holdings LLC, RHCSC Montgomery I Health Holdings LLC, RHCSC Montgomery II AL Holdings LLC, RHCSC Montgomery II Health Holdings LLC, RHCSC Rome AL Holdings LLC, RHCSC Rome Health Holdings LLC, RHCSC Savannah AL Holdings LLC, RHCSC Savannah Health Holdings LLC, RHCSC Social Circle AL Holdings LLC, and RHCSC Social Circle Health Holdings LLC.



**EXHIBIT 1**

**Exhibit A**

**Operations Transfer Agreement**

## OPERATIONS TRANSFER AGREEMENT

THIS OPERATIONS TRANSFER AGREEMENT (“**Agreement**”) is made and entered into as of this \_\_\_ day of August 2023 (the “**Effective Date**”) by and among (i) West Property Realty LLC and SCAL LLC (the “**Buyers**”); and (ii) RHCSC Social Circle AL Holdings LLC and RHCSC Social Circle Health Holdings LLC (the “**RHCSC Social Circle**”; and together with the Buyers, the “**Parties**” and each a “**Party**”). UMB Bank, N.A., serves as successor trustee (the “**Trustee**”) with respect to certain bonds related to the Project (as defined below), and as directed by the holders of such bonds, consents to and acknowledges the transactions contemplated by this Agreement.

### RECITALS

**A.** The two companies defined above as RHCSC Social Circle are each limited liability companies organized in Georgia, and own the real estate and personal property related to the following project:

Facility	Address	Licensed Bed Capacity
The Gardens of Social Circle	621 North Cherokee Road Social Circle, GA 30025	Building I- 24 beds Building II-50 beds Building III-24 beds

(the “**Project**”).

**B.** On August 26, 2021, RHCSC Social Circle and certain affiliated entities of RHCSC Social Circle (collectively, the “**Debtors**”) <sup>1</sup>, filed cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The cases are pending in the United States Bankruptcy Court for the Northern District of Georgia (the “**Bankruptcy Court**”) and are jointly administered under Case No. 21-41034 (the “**Bankruptcy Cases**”).

**C.** On August 8, 2023, the Parties executed that certain Asset Purchase Agreement (“**APA**”) pursuant to which the Buyer agreed to purchase, and RHCSC Social Circle agreed to sell, the Project. The APA was filed with the Bankruptcy Court, along with a request that the Bankruptcy Court enter an order approving the proposed sale (the “**Sale Order**”) on certain conditions set forth in the APA. Capitalized terms not otherwise defined herein have the meanings given to them in the APA.

**D.** The Buyers have requested that RHCSC Social Circle AL Holdings LLC “**Current Operator**” continue to manage the Project from the Closing Date (as defined below)

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<sup>1</sup> The Debtors include: Regional Housing & Community Services Corporation, RHCSC Columbus AL Holdings LLC, RHCSC Columbus Health Holdings LLC, RHCSC Douglas AL Holdings LLC, RHCSC Douglas Health Holdings LLC, RHCSC Gainesville AL Holdings LLC, RHCSC Gainesville Health Holdings LLC, RHCSC Montgomery I AL Holdings LLC, RHCSC Montgomery I Health Holdings LLC, RHCSC Montgomery II AL Holdings LLC, RHCSC Montgomery II Health Holdings LLC, RHCSC Rome AL Holdings LLC, RHCSC Rome Health Holdings LLC, RHCSC Savannah AL Holdings LLC, RHCSC Savannah Health Holdings LLC, RHCSC Social Circle AL Holdings LLC, and RHCSC Social Circle Health Holdings LLC.

until September 5, 2023, or such other date as is mutually agreed upon by the Parties (the “Operations Transfer Date”), including continuing to utilize the permits and licenses required under applicable law currently issued to Current Operator until Buyers are able to procure any required permits and licenses. RHCSC Social Circle AL Holdings LLC is willing to provide such services in accordance with this Agreement. The Parties intend for the Operations Transfer Date to be September 5, 2023.

**E.** Heretofore, HMP Senior Solutions, LLC (“**Outgoing Manager**”) has been managing the Project for the benefit of RHCSC Social Circle pursuant to a Management Agreement dated effective as of October 31, 2021 (the “**Outgoing Management Agreement**”). Effective as of the Operations Transfer Date, Buyer or its designee will manage the Project and neither the Sellers nor the Outgoing Manager shall have any further obligation with respect to the operation or management of the Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

## **AGREEMENT**

### **1. Transfer of Operations.**

**1.1.** Effective as of the date of the consummation of the transaction that is the subject to the APA (the “**Closing Date**”), RHCSC Social Circle hereby agrees to transfer all its rights in and to the Project and Purchased Assets to Buyers, subject to all the terms and conditions of the APA and this Agreement. Notwithstanding the foregoing, in accordance with the terms of the APA, including that the Closing Date as it relates to the Real Estate and Operating Assets is scheduled for on or around August 21, 2023, all financial activity and obligations occurring and accruing as of 11:59 p.m. (Eastern Time) on the day before the Operations Transfer Date (the “**Proration Time**”) shall be the responsibility of (and accrue to the benefit of) RHCSC Social Circle. Buyers and RHCSC Social Circle may extend the Proration Time, subject to the consent of the Trustee, for additional consideration of \$1,000 to be paid by Buyers for each day the Proration Time is extended. All right, title and interest of RHCSC Social Circle to be transferred in accordance with this Agreement or the APA shall be **AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS THE INTENTION OF THE PARTIES EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT RHCSC SOCIAL CIRCLE AND ANY AGENTS AND AFFILIATES OF RHCSC SOCIAL CIRCLE HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROJECT AND THE OPERATION THEREOF. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT RHCSC SOCIAL CIRCLE IS ASSIGNING**

**ANY AND ALL OF ITS INTEREST IN THE OPERATING CONTRACTS (AS DEFINED BELOW) WITHOUT WARRANTY.**

**1.2.** In the event that that the Operations Buyer is unable to obtain licensure in its own name by September 15, 2023 or a later date as mutually agreed upon by the Parties, then the Parties will work together to effect the orderly wind-down of operations of the Project in accordance with all applicable laws within thirty (30) days. Buyers shall be solely responsible for payment of all costs and expenses incurred during the shut-down period, including but not limited to the additional consideration in Section 1.1 to Current Operator of \$1,000 for each day of operations during the wind-down period.

**2. Cooperation.** The Parties agree to cooperate to effect an orderly transfer and smooth transition of ownership of the Project and all Purchased Assets on the Closing Date, and to transfer operation and management of the Project, including but not limited to Project personnel, as of the Operations Transfer Date.

**3. Management.** At least fourteen (14) days before the Operations Transfer Date, Operations Buyer shall inform RHCS Social Circle and Outgoing Manager whether Operations Buyer will self-manage the Project or provide RHCS Social Circle and Outgoing Manager with contact information for a third-party management company. Current Operator shall terminate Outgoing Manager and the Outgoing Management Agreement as it relates to the Project at the Operations Transfer Date. At the Operations Transfer Date, Operations Buyer or its designee shall assume and be responsible for the day-to-day management of the Project.

**4. Transfer of Resident Funds.**

**4.1.** Within five (5) business days after Effective Date, Current Operator shall provide to Operations Buyer a schedule (properly reconciled) of any resident deposits or other resident funds, if any, held by RHCS Social Circle, and will update such information not less than five (5) business days prior to the Operations Transfer Date (collectively the “**Resident Funds**”). RHCS Social Circle shall provide to residents and their responsible parties or agents notice of the transfer of operations and, if applicable, the transfer of the Resident Funds.

**4.2.** Operations Buyer agrees to be liable for the Resident Funds as accounted for and transferred by Current Operator on the Operations Transfer Date. Operations Buyer will accept the actually transferred Resident Funds in trust for the residents of the Project, in accordance with applicable statutory and regulatory requirements.

**4.3.** The parties agree to execute any documents required by the Georgia Department of Community Health (“**DCH**”), or other applicable licensing authorities, to reflect this transfer.

**5. Employees.**

**5.1.** It is the intention of Operations Buyer to make offers of employment to substantially all of RHCS Social Circle’s employees (the “**Re-Hired Employees**”); *provided, however,* that Operations Buyer shall have the right to conduct customary employee background checks prior to offering employment to any such employee. Operations Buyer will grant to all

Re-Hired Employees service credit for previous service recognized by RHCSC Social Circle for purposes of vacation and other benefits (whether or not accrued on the financial statements of RHCSC Social Circle), and will credit Re-Hired Employees with their prior service (whether or not accrued on the financial statements of RHCSC Social Circle) for purposes of calculating vacation time earning in the period following the Closing Date.

**5.2.** Within five (5) business days after the Effective Date, RHCSC Social Circle will deliver to Operations Buyer (a) a schedule (the “**Employee Schedule**”) which reflects among other things the following: (i) the name of all employees at the Project (“**Employees**”) as of the date of the Employee Schedule, (ii) their positions, (iii) rates of pay, (iv) dates of service; and (b) a schedule of employee benefits and all Accrued PTO (as defined below) for each employee. The Employee Schedule shall also include any individuals that regularly work at the Project pursuant to third-party agency employment contracts, shall identify such individuals as contract employees, and by their contract rate of pay. RHCSC Social Circle will update the Employee Schedule not less than five (5) business days prior to the Operations Transfer Date.

**5.3.** Effective as of the Proration Time, RHCSC Social Circle shall terminate the employment of the Employees.

**5.4.** In respect of notices and payments relating to events occurring prior to the Operations Transfer Date or as a result of the transactions contemplated by this Agreement, Operations Buyer shall be responsible for and assume any liability of RHCSC Social Circle for any and all payments, fines, and penalties, if any, under the Worker Adjustment and Retraining Notification Act, and any other applicable state or local mini-WARN acts (collectively, the “**WARN Acts**”) in connection with the transaction set forth in this Agreement (including any such liability for failure to furnish required notices under the WARN Acts).

**5.5.** Operations Buyer shall administer any group health plan continuation coverage pursuant to the requirements of Section 601, et seq. of the Employee Retirement Income Security Act of 1974 and Section 498B of the Internal Revenue Code (collectively, “**COBRA**”) to all of the Employees of the Project that are eligible for such coverage under applicable law. RHCSC Social Circle shall have no liability for COBRA insurance continuation coverage or unemployment benefit costs.

**5.6.** RHCSC Social Circle will have no obligation to provide workers compensation or other employee-related insurance coverage with respect to any Employee after the Proration Time. All such insurance coverage, to the extent required by applicable law, will be the responsibility of Operations Buyer on and after the Operations Transfer Date.

**5.7.** Nothing expressed or implied in this Section 5 will confer upon any Employee or any legal representative of any such Employee, any rights or remedies, including any right to employment or continued employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement. Nothing in this Agreement (i) will limit or restrict in any way the right of Operations Buyer to modify, amend, terminate or establish employee benefit plans or arrangements in whole or in part at any time after the Operations Transfer Date, (ii) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement, or (iii) is intended to confer upon any individual (including

Employees, retirees, or dependents or beneficiaries of Employees or retirees) any right as a third-party beneficiary of this Agreement

**5.8.** As of the Operations Transfer Date, all Re-Hired Employees shall cease participation in any employee benefit plans of RHCSC Social Circle, except with respect to benefits accrued as of, or claims incurred on or prior to, such time, all such accrued benefits and claims being Disclaimed Liabilities (as such term is defined in the APA). Beginning at 12:01 a.m. on the day after the Operations Transfer Date, Operations Buyer will provide employee benefit coverage for Re-Hired Employees under new or existing plans sponsored by Operations Buyer.

**5.9.** Operations Buyer shall offer Re-Hired Employees positions performing comparable services and at substantially the same base wage as such Re-Hired Employees enjoyed prior to the Operations Transfer Date. Notwithstanding the foregoing, Operations Buyer shall pay or otherwise credit the Re-Hired Employees for any accrued paid time off and accrued vacation time.

**5.10.** RHCSC Social Circle shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former Employees, officers, directors, independent contractors or consultants of RHCSC Social Circle's business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Proration Time. RHCSC Social Circle also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Project or operating at the Project which relate to events occurring on or prior to the Operations Transfer Date. RHCSC Social Circle shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

## **6. Billing, Accounts Receivable, Accounts Payable.**

**6.1.** The Parties to this Agreement acknowledge and agree that the interests of RHCSC Social Circle in the Project, including the operation thereof, the income and revenues thereof, and the liabilities and other obligations of the Project, are limited by and subject to the terms and conditions of orders of the Bankruptcy Court. Accordingly, RHCSC Social Circle will provide to Operations Buyer, as of the Operations Transfer Date, a complete and accurate schedule of the accounts receivable and accounts payable and other obligations relating to the Project as of the Operations Transfer Date, and the processing of accounts receivable and accounts payable and other obligations for the Project during the transition period will be handled as set forth below.

**6.2.** Within ten (10) business days following the Operations Transfer Date, RHCSC Social Circle will mail out final reconciled invoices to all residents at the Project (with a copy of such final invoices to Operations Buyer) showing payments received by RHCSC Social Circle through the Operations Transfer Date, showing any remaining balances due from residents as of the Operations Transfer Date, and directing Project residents to send any future payments to Operations Buyer at an address to be provided by Operations Buyer. All payments received by RHCSC Social Circle prior to the Operations Transfer Date will be applied to outstanding

resident balances and accounted for in accordance with any applicable remittance advice, and standard receivable policies.

**6.3.** If the Operations Transfer Date occurs before the fifteenth (15<sup>th</sup>) day of the applicable calendar month, RHCSC Social Circle shall in the ordinary course of business consistent with past practices bill for such amounts of the calendar month of Closing, but not for the calendar month after Closing. As of the Operations Transfer Date, RHCSC Social Circle will not have any rights or interest in the continuing revenues of the Project which relate to the period after the Operations Transfer Date. Except as set forth herein or agreed to by RHCSC Social Circle and the Operations Buyer, RHCSC Social Circle shall remain responsible for billing and collection of all revenues which relate to the period prior to the Operations Transfer Date. Operations Buyer shall become responsible for billing and collection of all revenues which relate to the period beginning on and after the Operations Transfer Date.

**6.4.** All payments received by a Party from and after the Operations Transfer Date shall be handled as follows:

- a) Payments which specifically indicate on the check or on an accompanying remittance advice, or if the Parties agree, that they relate to the period prior to the Operations Transfer Date, shall be credited to RHCSC Social Circle.
- b) Payments which specifically indicate on the check or on an accompanying remittance advice, or if the Parties agree, that they relate to the period from and after the Operations Transfer Date, shall be credited to Operations Buyer.
- c) Payments from or on behalf of Residents with an outstanding balance as of the Operations Transfer Date which do not specify the rent or service dates to which such payment relates (or which the Parties cannot otherwise agree as to) will be applied as follows: (1) if such payment is received during the first thirty (30) days after the Operations Transfer Date, then such payment shall be first credited to RHCSC Social Circle as payment against such Resident's outstanding balance for rent and services rendered prior to the Operations Transfer Date, with any excess credited to Operations Buyer as payment for rents and services rendered after the Operations Transfer Date, and (2) if such payment is received more than thirty (30) days after the Operations Transfer Date, then such payment shall be first credited to Operations Buyer as payment for rents and services rendered after the Operations Transfer Date, with any excess credited to RHCSC Social Circle as payment against such Resident's outstanding balance for rent and services rendered prior to the Operations Transfer Date, if any, until payment in full of any such outstanding balance.



**6.5.** RHCSC Social Circle agrees to provide to Operations Buyer, within five (5) business days after the Operations Transfer Date, an electronic file detailing all Resident Funds, receivables and or other amounts owed to or by the Residents.

**6.6.** If, following the Operations Transfer Date, RHCSC Social Circle inadvertently receives any payments related to the Project for the period after the Operations Transfer Date, RHCSC Social Circle shall remit the same to Operations Buyer within fifteen (15) days after receipt. If following the Operations Transfer Date, Operations Buyer inadvertently receives any payments related to the Project for the period prior the Operations Transfer Date, Operations Buyer shall remit the same to RHCSC Social Circle within fifteen (15) days after receipt.

**6.7.** In the event a payment is received for services provided by the Project both prior to and after the Operations Transfer Date, the Parties shall remit to the appropriate Party that portion of such payment allocable to services provided prior to the Operations Transfer Date for RHCSC Social Circle or after the Operations Transfer Date for Operations Buyer.

**6.8.** RHCSC Social Circle will continue to process and pay accounts payable and other obligations of the Project for periods prior to the Operations Transfer Date solely to the extent and as set forth in the Sale Order. Operations Buyer shall commence to process and pay all accounts payable and other obligations of the Project for all periods after the Operations Transfer Date. In the event that an account payable obligation is received for services or goods obtained by the Project both prior to and after the Operations Transfer Date, the Parties agree to work together to reasonably prorate such obligations using the Operations Transfer Date as a gage to determine each respective Party's financial obligations.

**6.9.** MatrixCare is the Facility's electronic health record provider. RHCSC Social Circle shall provide Operations Buyer or its designee with continued administrative access, with its own separate login, to the MatrixCare clinical software until the earlier of (a) such time as Operations Buyer or its designee notifies RHCSC Social Circle that its access to MatrixCare may be terminated, or (b) ninety (90) days from the Operations Transfer Date. Operations Buyer shall pay RHCSC Social Circle the cost of maintaining the MatrixCare clinical software at the Project related to Operations Buyer's use after the Operations Transfer Date.

## **7. Access to Records.**

**7.1.** As of the Operations Transfer Date, RHCSC Social Circle shall deliver to Operations Buyer at the Project all of the records of the Project, including, but not limited to, resident medical and financial records and copies of non-confidential and non-proprietary employee records ("**Books and Records**"); provided, however, that nothing herein shall be construed as precluding RHCSC Social Circle from removing from the Project prior to the Operations Transfer Date the financial records which relate to operations at the Project and/or to its overall corporate operations, as long as any resident financial records are kept onsite at the Project so Operations Buyer can comply with any and all regulatory requirements.

**7.2.** Subsequent to the Operations Transfer Date, Operations Buyer shall allow RHCSC Social Circle, and its agents and representatives to have reasonable access to (upon

reasonable prior notice and during normal business hours), and to make copies of, the Books and Records and supporting material of the Project relating to the period prior to the Operations Transfer Date, to the extent reasonably necessary to enable RHCSC Social Circle to properly discharge its duties in the Bankruptcy Cases for purposes of litigation, legal proceeding or administrative action. In addition, Operations Buyer shall provide a license and online access to RHCSC Social Circle and Outgoing Manager to enable RHCSC Social Circle and Outgoing Manager to have continued access to any accounting software for the period prior to the Operations Transfer Date.

**7.3.** RHCSC Social Circle (and its affiliates) shall be entitled to remove the originals of any records delivered to Operations Buyer, for purposes of litigation, legal proceeding or administrative action involving a resident or Employee to whom such record relates, if RHCSC Social Circle (or its affiliates) or their respective counsel certifies that such original must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation, legal proceeding or administrative action. Any record so removed shall promptly be returned to Operations Buyer following its use.

**7.4.** Operations Buyer agrees to maintain such books, records and other material comprising records of the Project's operations prior to the Operations Transfer Date that have been received by Operations Buyer from RHCSC Social Circle or otherwise, including, but not limited to, resident records and records of resident funds, to the extent required by law, but in no event for no less than one (1) year, and shall notify and allow RHCSC Social Circle a reasonable opportunity to remove such documents, at RHCSC Social Circle's expense, as may be applicable, at such time after such record retention period as may be required by law has expired or as Operations Buyer shall decide to dispose of such documents.

**8. Contracts.** Within five (5) business days of the Effective Date, RHCSC Social Circle shall provide to Operations Buyer copies of all vendor, service, referral, placement, medical director, maintenance, operating, collective bargaining, equipment leases, vehicle leases and all other agreements which relate to the operation of the Project, including those for goods, services and equipment being provided or to be provided in connection with the operation of the Facility (the "**Operating Contracts**"). Subject to an order of the Bankruptcy Court, effective as of the Operations Transfer Date, RHCSC Social Circle shall transfer and assign to Operations Buyer and Operations Buyer hereby accepts such assignment, all of the RHCSC Social Circle's rights and interest, if any and only to the extent assignable by RHCSC Social Circle, in those Operating Contracts that are listed on Schedule 1.1(b) of the APA and attached as **Exhibit A** hereto. The Operating Contracts listed in **Exhibit A** hereto are Operating Contracts that the Operations Buyer, in its sole and absolute discretion, has determined are (i) in good standing, (ii) necessary or desirable to ensure the ongoing operation of the Project (iii) capable of being assigned to and assumed by Operations Buyer pursuant to an assignment and assumption agreement and order of the Bankruptcy Court and (iv) were identified by Operations Buyer as being Operating Contracts Operations Buyer would like to have assumed and assigned to it, and were assumed and assigned to it, pursuant to the APA. RHCSC Social Circle and Operations Buyer hereby agree to cooperate as may reasonably be necessary in the transition of the Operating Contracts. Operations Buyer shall not assume and shall not be liable for any obligations under any Operating Contracts other than those explicitly listed in **Exhibit A** hereto. To the extent Operations Buyer assumes any Operating Contracts, Operations Buyer shall be

responsible for payment of any and all amounts necessary to cure defaults as contemplated in Section 365 (the “**Cure Obligations**”).

**9. Intentionally Omitted.**

**10. Licenses.**

**10.1. Preservation of Current License.** Prior to the Operations Transfer Date, RHCSC Social Circle shall not:

- a) take any action or commit any omission that would result in the termination, suspension, surrendering, or jeopardizing of the current permits and licenses required under applicable law and regulations, including by DCH to operate the Project as presently operated (the “**Current Facility License**”);
- b) reduce the number of licensed beds or certified beds at the Project;
- c) move or transfer the right to any and all of licensed or certified beds of the Project to any other location; and
- d) amend or otherwise change the Project’s authorized bed capacity and/or the approved number of beds.

**10.2. Regulatory Survey and Licensure Matters.** In connection with any regulatory survey or licensure matters occurring prior to the Operations Transfer Date required for Operations Buyer to obtain any licenses or permits to operate the Project, or in connection with the day-to-day management and operation of the Project, RHCSC Social Circle and Operations Buyer agree to cooperate fully with each other in preparing, filing, prosecuting, and taking any other commercially reasonable actions with respect to any applications, requests, or actions that are or may be reasonable and necessary to obtain all such licenses and permits in Operations Buyer’s name. Notwithstanding the foregoing, nothing herein shall require either party to pay any material costs for improving or repairing the physical condition of the Project required to satisfy licensure related inspections.

**10.3. New Facility License.**

- a) RHCSC Social Circle shall use reasonable commercial efforts to assist Operations Buyer in obtaining a new license from DCH to operate the Project (the “**New Facility License**”), including to the extent within the control of RHCSC Social Circle, supplying any and all information and documentation that DCH may request to approve such new license, which obligation shall extend through the earlier of termination of this Agreement or the date that Operations Buyer obtains such new license.
- b) Pursuant to the APA, Operations Buyer has filed a Change of Ownership Application with DCH to obtain the New Facility License

and also to obtain any and all other licenses and permits as may be required to authorize Operations Buyer to operate the Project as currently operated. To the extent permitted by applicable law and regulation, and pursuant to the terms of this Agreement, RHCSC Social Circle shall allow Operations Buyer to operate the Project under the Current Facility License until the earlier of such time as DCH issues the New Facility License or the Operations Transfer Date. Provided, however, that for the avoidance of doubt RHCSC Social Circle shall retain, to the extent required by applicable laws and regulations, ultimate authority with respect to operation of the Project until the issuance of the New Facility License. Operations Buyer hereby agrees to indemnify and hold RHCSC Social Circle harmless from and against any and all cost, expense, liability, claim, penalty, fine or damage arising out of or resulting from Operations Buyer's use of the Current Facility License on or after the Effective Date. **Operations Buyer acknowledges that RHCSC Social Circle makes no representations, warranties or covenants concerning Operations Buyer's ability and authority under applicable law to operate the Project under the current Facility License for any period of time.**

**11. Resident Agreements.** Subject to an order of the Bankruptcy Court, RHCSC Social Circle shall transfer, convey and assign to Operations Buyer on the Operations Transfer Date all of its right, title and interest in and to all existing agreements with residents and any guarantors thereof, to the extent assignable by RHCSC Social Circle, and Operations Buyer shall assume all of the rights and obligations under the existing agreements effective as of the Operations Transfer Date.

## **12. Proprietary Materials and Intellectual Property.**

**12.1. Intellectual Property Rights.** All United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), service marks, trade names, logos, copyrights and any applications therefor of RHCSC Social Circle, including all rights to the names “The Gardens of Social Circle” and any other proprietary rights of RHCSC Social Circle, including, without limitation, know-how, inventions, discoveries and improvements, trade secrets, specifications, designs and other technical information owned by or licensed to RHCSC Social Circle relating to the Project and all of the goodwill associated with the foregoing (collectively, “**Intellectual Property Rights**”) shall be transferred to Operations Buyer pursuant to the APA, or this Agreement. Notwithstanding the foregoing, Intellectual Property Rights does not include any United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), service marks, trade names, logos, copyrights and any applications therefor of any affiliates of RHCSC Social Circle, including, without limitation, know-how, inventions, discoveries and improvements, trade secrets, specifications, designs and other technical information owned by or licensed to such affiliates and all of the goodwill associated with the foregoing (collectively, “**Excluded IP**”). Operations Buyer acknowledges and agrees that no rights to any Excluded IP are transferred under this Agreement and Operations Buyer has no rights with respect to any Excluded IP.

**12.2. Removal of Proprietary Property.** All proprietary property of RHCSC Social Circle, if any, including any and all Excluded IP of RHCSC Social Circle, will be removed from the Project on or as soon as practicable (not more than seven (7) days) after the Operations Transfer Date. RHCSC Social Circle, and the Operations Buyer agree to cooperate as reasonably necessary to ensure the prompt removal of such property and materials from the Project within such time period. All use of all Intellectual Property Rights of RHCSC Social Circle at the Project will cease within seven (7) days after the Operations Transfer Date.

**12.3. Marketing Database.** All leads and professional sources for the Project, including names of prospective residents and their families, professional contacts and referral sources and all relevant contact information, phone numbers and addresses in the Project marketing database and/or tracking systems related solely to the Project will be transitioned to Operations Buyer through accessing the data out of the electronic software program. Operations Buyer shall have the option to assume the contract for the software program pursuant to the APA, in which case it will be able to access the information in the software to obtain relevant information. Operations Buyer will be responsible for maintaining the program and paying for any obligation arising from the software license after the Operations Transfer Date. RHCSC Social Circle will take steps to protect information prior to the Operations Transfer Date so that data is not deleted or removed prior to the Operations Transfer Date. If any referral or lead generating sources were used by RHCSC Social Circle prior to the Operations Transfer Date that resulted in a debt due to such source, RHCSC Social Circle shall be responsible for such payments, it being the intention of the Parties that the Operations Buyer shall not be responsible for resident referral fees that resulted in resident move-ins to the Project prior to the Operations Transfer Date.

**13. Telephone Number.** Operations Buyer shall have the right to utilize the present telephone number(s) at the Project on the condition that Operations Buyer pays for all charges

against said number(s) incurred after the Operations Transfer Date and makes all necessary arrangements for and pays all costs associated with the transfer of the number(s) to its name. RHCSC Social Circle agrees to pay all prior outstanding charges against said number(s) owed as of the Operations Transfer Date and to fully cooperate in successfully completing the transfer of the telephone number(s) to Operations Buyer.

#### **14. Insurance, Legal Actions, Claims, and Liabilities**

**14.1.** All insurance coverage carried by RHCSC Social Circle relating to the Project, Project employees, and Project residents, will be terminated with respect to the Project as of the Operations Transfer Date. RHCSC Social Circle will not have any responsibility for continuing to provide insurance of any kind, including property and casualty insurance, at the Project after the Operations Transfer Date. RHCSC Social Circle agrees to cooperate with Buyers and provide Buyers with any reasonable information regarding Project insurance coverage, loss notification, loss record, and other related insurance items so that Operations Buyer may properly acquire and bind new insurance policies for the Project.

**14.2.** Buyers will be responsible for securing and paying for all necessary insurance with respect to the Project beginning on the Operations Transfer Date in compliance with any applicable laws and regulations.

**14.3.** RHCSC Social Circle will be made an additional named insured by endorsement, at no cost to RHCSC Social Circle, on all property and casualty and general commercial liability insurance policies related to the Project after the Proration Time until such time as RHCSC Social Circle no longer has any interest in the Project or thirty (30) days after Operations Buyer has obtained all necessary licenses and permits to operate the Project. Any self-insured retention or deductible provided for under the insurance policies shall be at Operations Buyer's expense. Operations Buyer agrees to provide to RHCSC Social Circle, upon its request, an endorsement evidencing coverage required in this Agreement and showing RHCSC Social Circle's interest as a named insured.

**14.4.** EXCEPT AS SET FORTH IN THE APA, OR IN THIS AGREEMENT, BUYERS SHALL NOT BE OBLIGATED TO PAY, PERFORM OR OTHERWISE BE RESPONSIBLE FOR ANY LIABILITIES, CLAIMS, OBLIGATIONS, JUDGMENTS, ORDERS, PENALTIES, ASSESSMENTS, OR DUTIES OF ANY KIND OR NATURE WHATSOEVER WHICH AROSE OUT OF, ACCRUED, OR RELATE IN ANY WAY TO EVENTS THAT OCCURRED PRIOR TO THE PRORATION TIME, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OF RHCSC SOCIAL CIRCLE, ITS AFFILIATES, SUBSIDIARIES, PREDECESSORS-IN-INTEREST, OR RELATED ENTITIES, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, (I) FOR TAXES OF ANY KIND OR NATURE RELATED TO THE PERIOD PRIOR TO THE PRORATION TIME; (II) ANY LIABILITY FOR PAYMENTS UNDER ANY FINANCIAL INSTRUMENT; (III) PROFESSIONAL, OPERATIONAL, EMPLOYMENT, OR MALPRACTICE LIABILITIES; (IV) ANY ERRORS OR OMISSIONS; (V) ANY CONTRACTUAL ARRANGEMENTS, DUTIES, OR OBLIGATIONS; AND (VI) ANY OTHER LIABILITIES, DUTIES, OR OBLIGATIONS TO THE EXTENT ARISING FROM OR RELATED IN ANY WAY TO THE

OPERATION AND MANAGEMENT OF THE PROJECT PRIOR TO THE PRORATION TIME (COLLECTIVELY, THE “**BUYER EXCLUDED LIABILITIES**”).

**14.5.** EXCEPT AS SET FORTH IN THE APA, THIS AGREEMENT, OR AS ORDERED BY THE BANKRUPTCY COURT, RHCSC SOCIAL CIRCLE SHALL NOT BE OBLIGATED TO PAY, PERFORM OR OTHERWISE BE RESPONSIBLE FOR ANY LIABILITIES, CLAIMS, OBLIGATIONS, JUDGMENTS, ORDERS, PENALTIES, ASSESSMENTS, OR DUTIES OF ANY KIND OR NATURE WHATSOEVER WHICH AROSE OUT OF, ACCRUED, OR RELATE IN ANY WAY TO EVENTS THAT OCCURRED AFTER THE PRORATION TIME, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OF BUYER, THEIR AFFILIATES, SUBSIDIARIES, PREDECESSORS-IN-INTEREST, OR RELATED ENTITIES, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, (I) FOR TAXES OF ANY KIND OR NATURE RELATED TO THE PERIOD AFTER THE PRORATION TIME; (II) ANY LIABILITY FOR PAYMENTS UNDER ANY FINANCIAL OBLIGATION ENTERED INTO BY BUYER AFTER THE PRORATION TIME; (III) PROFESSIONAL, OPERATIONAL, EMPLOYMENT, OR MALPRACTICE LIABILITIES; (IV) ANY ERRORS OR OMISSIONS; (V) ANY CONTRACTUAL ARRANGEMENTS, DUTIES, OR OBLIGATIONS; AND (VI) ANY OTHER LIABILITIES, DUTIES, OR OBLIGATIONS TO THE EXTENT ARISING FROM OR RELATED IN ANY WAY TO THE OPERATION, AND MANAGEMENT OF THE PROJECT AFTER THE PRORATION TIME (COLLECTIVELY, THE “**RHCSC SOCIAL CIRCLE EXCLUDED LIABILITIES**”).

## **15. Information Technology and Telecommunications.**

**15.1.** RHCSC Social Circle will provide to Operations Buyer, within five (5) business days of the Effective Date, a list of all providers of telecommunications, data and Internet connectivity services at the Project to permit Operations Buyer to take appropriate action to ensure that such services remain uninterrupted. RHCSC Social Circle shall update such information not less than five (5) business days prior to the Proration Time. Operations Buyer will be responsible for completing all vendor Transfer Service Agreement (“TSA”) requirements. TSA requirements shall be completed or in progress with each relevant vendor on the Proration Time.

**15.2.** All wireless devices located at the Project and owned by RHCSC Social Circle will remain with the Project following the Operation Transfer Date. The service (telephone numbers) associated with the devices, shall also remain with the Project. Wireless accounts at the Project will not be disconnected by RHCSC Social Circle on the Operations Transfer Date, but shall be transferred to such names as Operations Buyer shall direct.

**15.3.** All other computer hardware and equipment owned by RHCSC Social Circle at the Project (PCs, printers, internal hubs and switches) will remain at the Project following the Operations Transfer Date.

**15.4.** Operations Buyer shall certify to RHCSC that, in the case of each item of hardware at the Project, with any proprietary software owned, leased or licensed by RHCSC Social Circle or Outgoing Manager, Operations Buyer has removed all licensed and proprietary

software and erased all hard drives within five (5) days of the Operations Transfer Date. Operations Buyer will provide its own software licenses as of the Operations Transfer Date; provided, however, that upon Operations Buyer's request, RHCSC Social Circle shall cooperate with the Operations Buyer and use commercially reasonable efforts to transfer any resident clinical or financial data, or other Project operations data, to any software platform utilized by the Operations Buyer, and not to destroy or otherwise abandon said data without prior consultation with the Operations Buyer.

**15.5.** Any life safety, resident call, resident monitoring, or other security systems located at the Project will remain with the Project. The Parties agree to execute any documents that may be necessary to transfer such systems to Operations Buyer on the Operations Transfer Date. RHCSC Social Circle acknowledges and agrees that to the extent that any of these systems have data stored within software that RHCSC Social Circle intends to remove from the Project on the Operations Transfer Date, RHCSC Social Circle shall cooperate with the Operations Buyer, at Operations Buyer's request, and use commercially reasonable efforts to transfer such data to the Operations Buyer, and not to destroy or otherwise abandon said data without prior consultation with the Operations Buyer.

**16. Vehicles.** RHCSC Social Circle agrees to cooperate as reasonably necessary at no cost to itself and for no additional consideration, to transfer title to any and all vehicles owned by RHCSC Social Circle and used in connection with the Project, in accordance with the directives of the Operations Buyer as soon as reasonably practicable after the Operations Transfer Date. Any insurance coverage on such vehicle placed by RHCSC Social Circle will be cancelled as of the Proration Time and will thereafter be the responsibility of Operations Buyer. RHCSC Social Circle further agrees to cooperate as reasonably necessary with the Operations Buyer should any title issues arise regarding any vehicle transfer. Operations Buyer agrees to provide its reasonable cooperation in connection with such vehicle title transfer process.

**17. Project Inventory and Maintenance.** As of the Operations Transfer Date, inventories of food, supplies, medicines, towels and linens on-hand at the Project shall be at levels, in quantity or value, consistent with RHCSC Social Circle's past operating practices and as reflected on the most recent financial statements. Until the Operations Transfer Date, the Project will be operated only in the normal course with due regard for property maintenance and repair of the Project.

**18. Termination.**

**18.1. Termination Under APA.** This Agreement shall be subject to the same termination and remedy provisions as described in the APA; it being the intention of the Parties that the Parties shall have the same rights, duties, obligations, and remedies as outlined in the termination and remedy provisions of the APA. Except as expressly set forth herein, the closing of the transactions contemplated by this Agreement will occur simultaneously with (and are contingent upon) the occurrence of the "Closing" under the APA. In the event the transactions contemplated by the APA do not close, and the APA is terminated according to its terms, the Parties shall use commercially best efforts to undo the actions taken pursuant to this Agreement in order to return operations of the Project to RHCSC Social Circle, but shall not be obligated to



reverse any losses or gains that either Party may have incurred in the process of transferring the operations of the Project pursuant to the terms of this Agreement and the APA.

**19. General Provisions.**

**19.1. Further Assurances.** Each of the Parties hereto agrees to execute and deliver any and all further agreements, documents or instruments necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

**19.2. Notices.** All notices to be given by any Party to this Agreement to the other Party hereto shall be in writing, and shall be (a) given in person, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) sent by national overnight courier service, each addressed as follows:

**a)** If to RHCSC Social Circle, to:

Regional Housing & Community Services Corp.  
Katie S. Goodman  
GGG Partners, LLC  
2780 Peachtree Road #502 Atlanta, GA 30305  
[kgoodman@gggmgt.com](mailto:kgoodman@gggmgt.com)

*with copy to:*

Ashley R. Ray  
Scroggins & Williamson, P.C.  
4401 Northside Parkway  
Suite 450  
Atlanta, GA 30327  
[aray@swlawfirm.com](mailto:aray@swlawfirm.com)

**b)** If to the Buyers, to:

Ira Schwartz  
153 Harborview N  
Lawrence, NY 11559  
[schwartziralawyer@gmail.com](mailto:schwartziralawyer@gmail.com)

Jacqueline Cohen  
4802 12th Avenue  
Unit 3H  
Brooklyn, NY 11219  
[cohjac@gmail.com](mailto:cohjac@gmail.com)

with a copy to:

Shayna A. Bowen  
Bouhan Falligant, LLP  
1 West Park Avenue  
Savannah, GA 31401  
[sabowen@bouhan.com](mailto:sabowen@bouhan.com)

c) If to the Trustee, to:

Mark Heer  
Senior Vice President  
UMB Bank, National Association  
928 Grand Blvd.  
Kansas City, MO 64106  
[Mark.heer@umb.com](mailto:Mark.heer@umb.com)

*With copy to:*

Charles W. Azano  
Greenberg Traurig, LLP  
One International Place  
Suite 2000  
Boston, MA 02110  
[azano@gtlaw.com](mailto:azano@gtlaw.com)

Any such notice personally delivered shall be deemed delivered when actually received, any such notice deposited in the United States mail, registered or certified, return receipt requested, with all postage prepaid, shall be deemed to have been given on the earlier of the date received or the date when delivery is first refused, and any notice deposited with an overnight courier service for delivery shall be deemed delivered on the business day following such deposit. Any Party to whom notices are to be sent pursuant to this Agreement may from time to time change its address for further communications thereunder by giving notice in the manner prescribed herein to all other parties hereto.

**19.3. Payment of Expenses.** Each Party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby, whether or not the transactions are consummated, provided that RHCSC Social Circle's obligations hereunder shall be met in accordance with any applicable orders of the bankruptcy Court.

**19.4. Entire Agreement; Amendment; Waiver.** Other than the APA, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified or amended except in writing signed by the Parties hereto. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall

be deemed to be or be construed as a further or continuing waiver of any such term, provision, condition or rights granted hereunder.

**19.5. Assignment.** Neither this Agreement nor the rights, duties or obligations arising hereunder shall be assignable or delegable by any Party hereto without the express prior written consent of each other Party hereto; provided, however, Operations Buyer may assign some or all of its rights hereunder to an affiliate or related entity without the prior written consent of RHCSC Social Circle; provided further, however, that Operations Buyer and its assignee will thereafter be jointly and severally liable for all obligations and liabilities arising out of this Agreement.

**19.6. Joint Venture; Third Party Beneficiaries.** Nothing contained herein shall be construed as forming a joint venture or partnership between the Parties hereto with respect to the subject matter hereof. The Parties hereto do not intend that any third party shall have any rights under this Agreement; provided, however, that the Trustee and the holders of the Bonds (as defined in the APA) are expressly recognized by the Parties as beneficiaries of this Agreement.

**19.7. Captions.** The section headings contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**19.8. Counterparts.** This Agreement may be executed in one or more counterparts and all such counterparts taken together shall constitute a single original Agreement.

**19.9. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed in accordance with the laws of the State of Georgia and exclusive jurisdiction and venue for the resolution of any and all disputes between the parties shall reside with the Court.

**19.10. Severability.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

**19.11. Limitation on Liability.** Other than enforcing the obligations set forth in this Agreement, no party to this Agreement, including their members, directors, and affiliates, shall have any liability to the other parties to this Agreement for actions taken in contemplation with this Agreement or otherwise with respect to the transition of the operations of the Facility to Operations Buyer as set forth herein.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

**BUYER:**

West Property Realty LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCAL LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED BY THE TRUSTEE:**

UMB Bank, N.A., as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B**

**Quit Claim Deed(s)**

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**ABOVE SPACE FOR RECORDING INFORMATION ONLY**

Prepared by:

**BOUHAN  
FALLIGANT**  
ATTORNEYS & COUNSELORS AT LAW  
One West Park Avenue  
Savannah, Georgia 31401  
ATTN: Heather H. Lundy  
(912) 644-5741  
File No: 21949-0001

**QUITCLAIM DEED**

**THIS INDENTURE**, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **RHCSC SOCIAL CIRCLE HEALTH HOLDINGS LLC**, a Georgia limited liability company (“Grantor”) and **WEST PROPERTY REALTY LLC**, a Georgia limited liability company (“Grantee”) (the words “Grantor” and “Grantee” to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

**W I T N E S S E T H, T H A T:**

**GRANTOR**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, confirmed, and quitclaimed, and by these presents does grant, bargain, sell, alien, convey, confirm and quitclaim unto said Grantee, all of Grantor’s right, title and interest in and to all those tracts or parcels of land lying and being located in Walton County, Georgia, and being known as **Tract No. 1 containing 8.734 acres**, and more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference (hereinafter referred to as the “Property”).

**TO HAVE AND TO HOLD** the said described Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described Property or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**RHCSC SOCIAL CIRCLE HEALTH  
HOLDINGS, LLC,**  
a Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Its: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

[NOTARY SEAL]

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot 82, of the First (1st) Land District of Walton County, Georgia, being known and designated as Tract No. 1, containing 8.734 acres, as shown on a plat of survey prepared by John F. Brewer, Georgia Registered Land Surveyor No. 2905, dated June 5, 2014, recorded in Plat Book 110, Page 11, Office of the Clerk of Court for Walton Superior Court. Said plat is incorporated herein and made a part hereof by reference thereto.

Also conveyed is all right title and interest in and to that 30' Joint Drive Easement and the 20' Ingress/Egress Easement as shown on said plat.



**Exhibit C**

**Bill of Sale**

**BILL OF SALE**

FOR VALUE RECEIVED, RHCSC Social Circle AL Holdings, LLC, a Georgia corporation, Debtor and Debtor in Possession (the "Assignor") does hereby sell, assign, transfer, and convey unto SCAL LLC, a Georgia limited liability company (the "Assignee"), free and clear of all security interests, liens, or other encumbrances, all of their right, title and interest in and to the Property, as such term is defined in that certain Asset Purchase Agreement between Assignors and Assignee dated August 8, 2023 (collectively, the "Purchased Assets").

Said Purchased Assets are transferred "AS IS, WHERE IS," with no representation or warranty except as expressly set forth herein. This Bill of Sale, and the terms of sale, are expressly subject to the terms and conditions contained in the "Order Approving Asset Purchase Agreement and Authorizing Sale" entered by the U.S. Bankruptcy Court for the Northern District of Georgia in Assignor's pending jointly administered Bankruptcy Case, Case No. 21-41034-pwb, on \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed by its respective duly authorized officer as of the \_\_\_ day of \_\_\_\_\_, 2023.

"ASSIGNOR"

RHCSC SOCIAL CIRCLE AL HOLDINGS,  
LLC

\_\_\_\_\_  
By:  
Title:

Sworn to and subscribed before me this  
the \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**Acceptance**

The foregoing Bill of Sale is hereby accepted by the Assignee as of the above date.

SCAL LLC

\_\_\_\_\_  
By:  
Title:

Sworn to and subscribed before me this  
the \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**Schedule 1.1(a)**

**Real Estate**

All that tract or parcel of land lying and being in Land Lot 82, of the First (1st) Land District of Walton County, Georgia, being known and designated as Tract No. 1, containing 8.734 acres, as shown on a plat of survey prepared by John F. Brewer, Georgia Registered Land Surveyor No. 2905, dated June 5, 2014, recorded in Plat Book 110, Page 11, Office of the Clerk of Court for Walton Superior Court. Said plat is incorporated herein and made a part hereof by reference thereto.

Also conveyed is all right title and interest in and to that 30' Joint Drive Easement and the 20' Ingress/Egress Easement as shown on said plat.

Said property contains improvements located thereon more commonly known under the present numbering system as 621 North Cherokee Road, Social Circle, Georgia, 30025; having a Walton County Tax P.I.N. of SC130-00000-123-B00.

**Schedule 1.1(b)**

**Assigned Contracts**

**RHCSC Social Circle AL Holdings LLC**

<b>Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
RHCSC Social Circle Health Holdings LLC	Real Property Lease for Facility Located at The Gardens of Social Circle	\$0.00
Georgia Department of Community Health	Medicaid Provider Agreement	\$0.00

**RHCSC Social Circle Health Holdings LLC**

<b>Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
RHCSC Social Circle AL Holdings LLC	Real Property Lease for Facility Located at The Gardens of Social Circle	\$0.00

**Schedule 1.2(a)**

**Causes of Action**

NONE.

**Schedule 1.2(b)**

**Excluded Assets**

NONE.

**Schedule 2.1**

**Assumed Liabilities**

NONE.

**Schedule 9.5**

**Litigation**

***In re Regional Housing & Community Services Corp., et al.*, Chapter 11 Case No. 21-41034-pwb (jointly admin.), United States Bankruptcy Court, Northern District of Georgia, Rome Division**



**CERTIFICATE OF SERVICE**

This is to certify that on this date a true and correct copy of the within and foregoing **Notice of Filing Exhibits and Schedules to Asset Purchase Agreement** was served by the Court's CM/ECF system on all counsel of record registered in this case through CM/ECF.

This 16th day of August, 2023.

Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

4401 Northside Parkway  
Suite 450  
Atlanta, GA 30327  
T: (404) 893-3880  
F: (404) 893-3886  
E: rwilliamson@swlawfirm.com  
aray@swlawfirm.com  
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/s/ Ashley R. Ray  
J. ROBERT WILLIAMSON  
Georgia Bar No. 765214  
ASHLEY REYNOLDS RAY  
Georgia Bar No. 601559  
MATTHEW W. LEVIN  
Georgia Bar No. 448270

*Counsel for the Debtors*