

UNITED STATES BANKRUPTCY COURT  
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. )

NOTICE OF FILING ASSET PURCHASE AGREEMENT

(THE LANDINGS OF DOUGLAS)

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 Asset Purchase Agreement (the “APA”) attached hereto as Exhibit 1 which reflects the terms and conditions of a proposed sale transaction between RHCSC Douglas AL Holdings LLC and RHCSC Douglas Health Holdings LLC (collectively, the “Sellers”), on the one hand, and Olawale Abimbola (the “Buyer”) on the other hand. The Debtors intend to seek approval of the APA pursuant to the procedures set forth in the *Order Establishing Notice And Objection Procedures With Respect To Debtors’ Motion For Authority To Sell Assets Free And Clear Of Liens, Claims, And Encumbrances* [Dkt. No. 173] which was entered by the Court on August 5, 2022.

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.



This 1st day of April, 2025.

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Respectfully submitted,

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/s/ Ashley R. Ray

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**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (the “**Agreement**”) is made and entered into as of this 28 day of March 2025 (the “**Effective Date**”), between (i) Olawale Abimbola (“**Buyer**”) and (ii) RHCSC Douglas AL Holdings LLC and RHCSC Douglas Health Holdings LLC (together, the “**Sellers**” and collectively with the Buyer, the “**Parties**”). UMB Bank, N.A., serves as successor trustee (the “**Trustee**”) with respect to certain bonds (the “**Bonds**”) related to the Purchased Assets (as defined below), and as directed by the holder of the Bonds, consents to and acknowledges the transactions contemplated by this Agreement.

**RECITALS**

A. On August 26, 2021, the Sellers and certain affiliated entities of the Sellers (collectively, the “**Debtors**”)¹, 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**”).

B. The Sellers, each limited liability companies organized in Georgia, own the real estate and personal property related to the following projects to be purchased and sold pursuant to this Agreement:

Facility	Address	Number of Units
The Landings of Douglas	1360 West Gordon Street Douglas, GA 31533	58

(the “**Project**”).

C. The Trustee holds first-priority liens and a mortgage on substantially all of the assets being sold to the Buyer, and as to the extent set forth in the Final Order (I) Authorizing (A) Secured Postpetition Financing; (B) Granting Security Interests to the Bondholders; (C) Superpriority Claims and Other Adequate Protection to the Bond Trustee; and (II) Authorizing the Use of Cash Collateral by the Debtors, as subsequently amended or modified [Dkt. Nos. 80 and 146].

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1 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.

D. Buyer desires to purchase the Purchased Assets (as defined below), in exchange for the payment by Buyer of the consideration set forth herein, all upon the terms and conditions set forth herein.

E. The Trustee has consented to the sale as set forth herein, subject to certain conditions as set forth herein.

F. As a result of the foregoing, the Parties have entered into this Agreement which supersedes all prior documents and discussions regarding the purchase and sale of the Sellers' assets, and which sets forth the terms and conditions under which the Sellers will sell and the Buyer will buy the Purchased Assets (as defined below).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **ARTICLE I**

### **PURCHASE OF ASSETS**

1.1 Purchased Assets. On the terms and subject to the conditions set forth herein, on the Closing Date (defined below), the Sellers shall sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase and accept from the Sellers:

(a) Sellers' entire right, title and interest in and to all of the real property described on **Schedule 1.1(a)** together with all improvements located thereon and appurtenances thereto (collectively, the "**Real Estate**"); and

(b) Sellers' entire right, title and interest in and to all of the Sellers' tangible personal property (including all furniture, fixtures and equipment, inventory and supplies), and intangible personal property, including, to the extent transferable consistent with applicable law, all licenses and permits, plans and specifications, warranties, guarantees, contract rights under the contracts and agreements listed in **Schedule 1.1(b)** (the "**Assigned Contracts**"), resident agreements and leases, and security deposits, and all other rights, title and interest associated therewith (the "**Other Purchased Assets**" and together with the Real Estate, the "**Purchased Assets**"). Notwithstanding anything to the contrary in this Section 1.1(b), Buyer reserves the right, in its sole discretion, to exclude any contracts, agreements (including resident agreements), leases, and other assets of Sellers, from Purchased Assets. For the avoidance of doubt, any item of tangible or intangible personal property, including contract rights, that are not specifically identified on an applicable exhibit or scheduled incorporated herein shall be retained by Sellers and not be included in Buyer's Purchased Assets (i.e. unlisted items shall automatically be deemed herein as "Excluded Assets" as defined herein below). In the event of any inconsistency between the second last sentence of this Section 1.1(b) and any other term or provision of this Agreement, the second to last sentence of this Section 1.1(b) shall control.

Notwithstanding anything contained herein to the contrary, the Purchased Assets shall not include (i) any cash or cash equivalents, (ii) accounts receivable existing as of the Proration Time (defined below); (iii) any funds held by the Trustee; (iv) Sellers' rights under this Agreement, (v) any funds in the accounts being maintained by the Sellers; (vi) any rights to any tax refunds owed

to the Sellers or any affiliates thereof related in any way to the Purchased Assets, including but not limited to Employee Retention Tax Credits; (vii) any prepaid expenses or deposits (other than security deposits related to any Purchased Assets); (viii) any causes of action existing as of the Proration Date other than those set forth on **Schedule 1.1(c)**, and (ix) any other items set forth on **Schedule 1.1(d)** (collectively, the “**Excluded Assets**”). The sale, transfer, assignment and conveyance shall be evidenced by appropriate quit claim deed(s) with respect to the Real Estate, bill(s) of sale with respect to the Other Purchased Assets, other Closing deliverables described in Sections 4.3 and 4.4 to the parties entitled thereto, and such other instruments or documents of transfer, assignment and conveyance as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement, the forms of which are attached as Exhibits A and B.

## **ARTICLE II**

### **CERTAIN LIABILITIES TO BE ASSUMED BY THE BUYER**

2.1 **Liabilities.** The Buyer shall not assume or be required to pay, satisfy, discharge or perform, or take or agree to take, any of the Purchased Assets subject to, and shall not be deemed by virtue of the execution and delivery of this Agreement or any document delivered to or by the Buyer at the Closing pursuant hereto, or as a result of the consummation of the transaction which is the subject of this Agreement, to have successor liability for, or to have assumed, or to have agreed to assume, or to take, or to have agreed to take, or to pay, satisfy, discharge or perform, any liabilities of the Sellers or Project, whether accrued or contingent or known or unknown, whether arising in tort, contract, or otherwise, attributable to or arising from the operation of the Project prior to the Closing (“**Disclaimed Liabilities**”). Notwithstanding the foregoing, Buyer shall be liable for the performance of obligations first accruing after the Closing, and any liabilities set forth on **Schedule 2.1** (the “**Assumed Liabilities**”). For the avoidance of doubt, any liabilities, including contract rights, that are not specifically identified on an applicable exhibit or scheduled incorporated herein shall be retained by Sellers and not be included in Buyer’s Assumed Liabilities (i.e. unlisted liabilities shall automatically be deemed herein as “Disclaimed Liabilities”). In the event of any inconsistency between the second last sentence of this Section 2.1 and any other term or provision of this Agreement, the second to last sentence of this Section 2.1 shall control. The provisions of this Section 2.1 shall survive the Closing.

## **ARTICLE III**

### **PURCHASE PRICE; DEPOSIT**

3.1 **Purchase Price.** In consideration of the conveyance to the Buyer of the Purchased Assets, and subject to the conditions and in accordance with the terms hereof, Buyer shall (a) pay in cash through escrow with Title Insurer to Sellers a purchase price of Eight Hundred Fifty Thousand Five Hundred (\$ 850,500 ) (the “**Purchase Price**”) in cash, subject to those prorations, apportionments and credits set forth in Sections 3.5, 3.8, 3.9, 5.1 and otherwise herein (the “**Adjustments**”). The Purchase Price shall be paid as provided in this Article III.

3.1.1 **Platform Fee.** The Purchase Price includes the platform fee for the Property. The platform fee is five percent (5%) of the winning bid submitted by the Buyer at auction (the “**Platform Fee**”).

3.2 Deposit. Within twenty-four (24) hours after the Effective Date, Buyer shall deliver an amount equal to ten percent (10%) of the purchase price (together with all interest, if any, to accrue thereon, the “**Deposit**”) to a title insurer selected by Buyer and reasonably acceptable to Sellers and the Trustee (the “**Title Insurer**”), to be held in accordance with the terms of an escrow agreement agreed to by the Parties, and approved by the Trustee, or otherwise in accordance with this Agreement. The Title Insurer shall retain the Deposit until Closing and shall apply the Deposit at Closing in accordance with this Agreement. If the Closing takes place as provided herein, then the Deposit shall be a credit in favor of Buyer against the Purchase Price at Closing. If this Agreement is terminated prior to the Closing, then the Deposit shall be disbursed by the Title Insurer, as applicable, in accordance with Article XII below.

3.3 Payment of Purchase Price at Closing. At the Closing, the Buyer shall deposit with the Title Insurer the Purchase Price, subject to the Adjustments, and less the Deposit, and the Title Insurer shall consummate Closing by simultaneously (i) disbursing all amounts held by the Title Insurer pursuant to Section 3.1 and 3.2 and otherwise in connection with the sale of the Purchased Assets pursuant to this Agreement, in accordance with the executed Closing Statement (defined below) and an order of the Bankruptcy Court approving the sale and authorizing the Sellers to enter into the sale, which shall be satisfactory to the Trustee (the “**Sale Order**”) (ii) delivering the deed(s) for recordation, and (iii) delivering the fully-executed other Closing deliveries described in Sections 4.3 and 4.4 to the parties entitled thereto.

3.4 Intentionally Omitted.

3.5 Prorations and Apportionments. As a general principle it is agreed that Sellers shall be responsible for all expenses, and shall receive all income from the Real Estate and Other Purchased Assets, attributable to the period prior to and including the Proration Time (as defined below); and that Buyer shall be responsible for all expenses, and shall receive all income from the Real Estate and Other Purchased Assets, attributable to the period after the Proration Time. Buyer and Sellers (subject to the approval of the Trustee) shall jointly prepare proposed proration schedules prior to the Closing Date (as defined below) including the items listed below and any other items the parties mutually determine to be necessary or proper. Buyer and Sellers shall use commercially reasonable efforts to finalize and agree on the final proration schedule, subject to the approval of the Trustee (the “**Proration Schedule**”) at least one (1) business day prior to the Closing. All items shall be prorated on the basis as of 11:59 p.m. (Eastern Time) on the day prior to the Closing Date (the “**Proration Time**”) or such other date agreed to in an Operations Transfer Agreement in form satisfactory to the Parties and the Trustee (the “**Operations Transfer Agreement**”), the purpose of which is to provide for an orderly transition of the Project to Buyer to begin to manage the Project, including but not limited to the use of any licenses of Sellers required to operate the Project, prior to obtaining a license to operate the Project. A copy of the Operations Transfer Agreement is attached as **Exhibit C** to this Agreement. The pro-rated items shall, without limitation, consist of:

(a) current (monthly or one-time) collected fees, charges, payments or reimbursements under Assigned Contracts and under resident agreements, leases or other occupancy agreements (“**Leases**”);

(b) real property taxes and assessments;



- (c) personal property taxes on the Purchased Assets;
- (d) utility charges, including, but not limited to, water, sewer and oil or gas charges, if any, unless Buyer is opening new accounts with the utility provider, in which event such utility charges shall not be prorated but shall be Disclaimed Liabilities,
- (e) any amounts held in escrow or under deposit (other than security deposits) by third parties under any of the Assigned Contracts;
- (f) any other item subject to proration or adjustment pursuant to the terms of this Agreement;
- (g) ordinary course fees for customary annual or other periodic licenses and permits that are assignable and assigned to Buyer at Closing accrued through the Proration Time; and
- (h) any pre-paid insurance premiums on insurance policies assigned to Buyer or other pre-paid amounts on utilities or Assigned Contracts (but no other contracts or agreements).

3.6 Post Closing Receipts and Prorations. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that any amounts paid to and received by Sellers on account of the operations of the Project at any time from and after the Proration Time, shall be the property of Buyer and shall be promptly remitted and paid over by the Sellers to the Buyer. Any amounts paid to and received by Buyer on account of the operations of the Project prior to the Proration Time, shall be the property of the Sellers, subject to the liens of the Trustee and shall be promptly remitted and paid over by Buyer to the Sellers. To the extent possible, the credits, prorations and apportionments shall be made on the basis of a written Closing statement approved and executed by Buyer and Sellers, and consented to by the Trustee (the “**Closing Statement**”). Buyer shall be solely responsible for the payment of all costs of the Title Insurer, including as serving as closing agent.

3.7 Permitted Exceptions. As used herein, “**Permitted Exceptions**” means the following: (1) the lien of any real estate taxes and assessments not yet due and payable for the year in which the Closing occurs and subsequent periods, provided that the same are prorated in accordance with this Agreement; (2) applicable building and zoning ordinances and land use regulations and any and all present and future laws, rules, regulations, statutes, ordinances or other legal requirements affecting the Real Estate; (3) those exceptions listed on a title commitment provided to by Sellers to Buyer (the “**Title Commitment**”); (4) any and all Leases as may be updated for new occupants entered into after the Effective Date with the approval of Buyer; (5) the Assigned Contracts; and (6) other encumbrances that are deemed accepted by Buyer.

3.8 Transfer Taxes. All personal property taxes and all Transfer Taxes incurred in connection with the sale of the Purchased Assets shall be paid by Buyer and paid as such at Closing or treated as Adjustments to the Purchase Price. The party that is required by applicable law to make the filings, reports or returns with respect to any applicable Transfer Taxes shall do so, and the other party shall cooperate with respect thereto as necessary. For purposes of this Agreement the term “**Transfer Taxes**” means all excise, sales, use, value added taxes. The Buyer shall pay all costs of recordation and any applicable stamp taxes.

3.9 Cure Costs Associated with Assumed Contracts. Buyer shall pay at Closing any costs associated with the Assumed Contracts that are necessary to cure any defaults of the Sellers under such Assumed Contracts to the extent Buyer elects to assume such Assumed Contracts.

#### **ARTICLE IV** **EFFECTIVENESS AND CLOSING**

4.1 Effectiveness. This Agreement shall become effective, and shall be binding upon and enforceable against the Parties, upon its execution and delivery by each of the Parties; *provided, however,* the parties acknowledge that the consummation of the transaction that is the subject of this Agreement is subject to the conditions to closing set forth in Article VII below for the benefit of Buyer and in Article VIII below for the benefit of Sellers, and the parties acknowledge that the Agreement shall not be binding on the Sellers until approved by an order of the Bankruptcy Court authorizing the Sellers to enter into the Agreement as required by the Bankruptcy Code. This Agreement shall not be subject to Buyer obtaining any applicable licenses or permits. Buyer acknowledges that Sellers make no representations, warranties or covenants concerning Buyer's ability and authority under applicable law to operate the Project under the current facility licenses for any period of time. Failure of the Buyer to obtain any desired licenses or permits shall not be condition to Closing or result in a reduction of the Purchase Price.

4.2 Closing. On the terms and subject to the conditions of this Agreement, the consummation of the transaction that is the subject of this Agreement providing for the transfer of the Purchased Assets to the Buyer (the "**Closing**") shall be consummated through the mail (including electronic mail) with all deliveries required hereunder being made to Title Insurer, on that date (the "**Closing Date**") agreed to by Buyer and Sellers which is no more than five (5) business days after all conditions set forth in Articles VII and VIII have been met, and no later than the day that is thirty (30) days after the Effective Date (the "**Target Closing Date**"). For purposes of proration, liabilities, and Adjustments, the Closing shall be deemed to be effective at the Proration Time.

4.3 Sellers' Deliveries at Closing. At or prior to the Closing, the Sellers shall deliver, through escrow with the Title Insurer, to the Buyer each of the following items (in each case subject to the consent of the Trustee):

- (a) Appropriate quit claim deed(s) executed by the Sellers in the form attached as **Exhibit A** hereto with respect to Real Estate included in the Purchased Assets;
- (b) A general bill of sale and assignment executed by the Sellers in the form attached as **Exhibit B** hereto with respect to the Other Purchased Assets;
- (c) A Sale Order entered by the Bankruptcy Court;
- (d) The executed copy of the Operations and Transfer Agreement (if applicable);
- (e) Physical possession and control of the Real Estate and Other Purchased Assets;
- (f) The Closing Statement, executed by Sellers; and



(g) Any other documents and instruments of transfer reasonably requested by the Title Insurer necessary to consummate the transactions contemplated by this Agreement.

4.4 Buyer's Deliveries at Closing. At or prior to Closing, the Buyer shall deliver through escrow with the Title Insurer to the Sellers each of the following items:

(a) An amount equal to the Purchase Price (plus or minus the amount of the Adjustments) less the Deposit by wire transfer of immediately available funds to an account designated by the Title Insurer;

(b) Written directions to the Title Insurer to release the Deposit to the Sellers upon consummation of Closing;

(c) The executed copy of the Operations and Transfer Agreement (if applicable);

(d) The Closing Statement, executed by Buyer and in form satisfactory to the Sellers and Trustee; and

(e) Any other documents and instruments reasonably requested by the Title Insurer necessary to consummate the transactions contemplated by this Agreement.

## **ARTICLE V**

### **EMPLOYEE AND EMPLOYMENT MATTERS**

5.1 Employee Matters. Buyer and Sellers agree as follows:

(a) Offer of Employment. Effective as of the Proration Time, Sellers shall terminate the employment of all employees at the Project. Buyer shall offer employment to a sufficient number of employees to avoid violations of the WARN Act; provided, that such employment with Buyer shall commence immediately following the Proration Time (each such employee so employed by Buyer, a "**Transferred Employee**"). If Buyer fails to offer immediate employment to a sufficient number of employees to avoid a violation of the WARN Act or any comparable laws of the state of Georgia, Buyer agrees that it shall be responsible for any associated liabilities arising under the WARN Act or comparable laws of the state of Georgia. Buyer agrees to honor any and all vested and unvested, earned and unused paid time off, personal leave or vacation time, sick leave, together with any applicable payroll taxes, with respect to the Transferred Employees (collectively, the "**Accrued PTO**") without any credit or adjustment to the Purchase Price. Purchaser shall assume the responsibility to pay the Accrued PTO to the Transferred Employees as and when the obligation arises after the Proration Time.

(b) Sellers shall provide the Buyer with a list of all employees (including payroll details), their tenure with the Sellers and accrued vacation and other benefits. For the avoidance of doubt, any employment related liabilities that are not specifically identified in Section 5.1(a) or on an applicable exhibit or scheduled incorporated herein shall be retained by Sellers and not be included in Buyer's Assumed Liabilities (i.e. unlisted employment related liabilities shall automatically be deemed herein as "**Disclaimed Liabilities**"). In the event of any inconsistency between the second last sentence of this Section 5.1(b) and any other term or provision of this

Agreement, the second to last sentence of this Section 5.1(b) shall control. The provisions of this Section 2.1 shall survive the Closing.

(c) Employee Benefits. 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(s) that are eligible for such coverage under applicable law. Sellers shall have no liability for COBRA insurance continuation coverage or unemployment benefit costs. Sellers shall not have any liability or responsibility for any benefits or other amounts that may become payable to any employee retained by Buyer, if applicable, and their dependents or beneficiaries on or after the Closing Date under any pension, retirement, welfare and fringe benefit plans, programs, policies or arrangements established or maintained by Buyer, except to the extent that Sellers have an obligation to make a direct roll-over described in Section 401(a)(31) of the Internal Revenue Code. Nothing in this provision shall require the Buyer to provide any benefits in addition or other than the benefits that Buyer currently provides its existing employees, if applicable.

(d) Workers Compensation Insurance. Sellers will have no obligation to provide workers compensation or other employee-related insurance coverage with respect to any Employee after the Operations Transfer Date. All such insurance coverage, to the extent required by applicable law, will be the responsibility of Buyer as of the Operations Transfer Date, if applicable.

(e) Nothing expressed or implied in this Section 5.1 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 Buyer to modify, amend, terminate or establish employee benefit plans or arrangements in whole or in part at any time after the Closing 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.

## **ARTICLE VI**

### **CONDITION OF PURCHASED ASSETS**

6.1 Condition of Purchased Assets. Buyer acknowledges that Sellers are selling, and Buyer is buying and occupying, as applicable, the Real Estate and the Other Purchased Assets, **as is, where is, and with all faults** and Buyer is acquiring the Real Estate and the Other Purchased Assets solely in reliance on Buyer’s own inspection and examination. Buyer acknowledges that Sellers have not made, do not intend to make, and hereby expressly disclaim any and all express or implied representations, warranties, statements or conditions of any kind or nature whatsoever as to the present, past or future physical condition or quality of the Real Estate and Other Purchased Assets and the Project, the business conducted at the Project prior to the Proration Time, or the income, expenses, or operation, thereof, or the merchantability, fitness for a particular purpose, or any other matter affecting or relating to the Project or the Sellers, the Real Estate and the Other Purchased Assets, except for those representations and warranties of the Sellers set forth expressly, and not

by implication, under Article IX hereof. Except for the Permitted Exceptions provided in Section 3.7, the Real Estate and Other Purchased Assets shall be delivered to Buyer free and clear of all liens and other Disclaimed Liabilities.

6.2 Alternative to Foreclosure. Each of the Parties acknowledge and agrees that the Sellers are in default under the agreements with the Trustee, and that the Trustee would have the right to foreclose on all of the Sellers' assets, including the Real Estate and the Other Purchased Assets. As an alternative to such foreclosure, the Trustee has consented to release its liens and mortgages on the Real Estate and Other Purchased Assets in connection with the sale evidenced by this Agreement, solely on the terms and conditions set forth in this Agreement and solely upon the Closing and receipt by the Trustee of the proceeds from the sale pursuant to Section 3.3 hereof.

## ARTICLE VII

### **REQUIREMENTS SELLERS MUST MEET BEFORE BUYER REQUIRED TO CLOSE**

The Buyer shall be obligated to consummate the transactions contemplated by this Agreement only upon the satisfaction, at or prior to the Closing, of all of the following conditions, any one or more of which may be waived in writing at the discretion of the Buyer:

7.1 Absence of Litigation. No action seeking a temporary restraining order, preliminary or permanent injunction or other order issued by any governmental entity of competent jurisdiction shall have been filed, or seeking any other legal restraint or prohibition preventing, delaying or voiding the consummation of the transaction.

7.2 Representations and Warranties of Sellers. Each of the representations and warranties of the Sellers in this Agreement shall be true and correct in all material respects, on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date except for changes to such representations or warranties arising or relating to any matter occurring during the period from the date hereof to the Closing Date that (i) is approved by Buyer or acceptable to Buyer in Buyer's sole discretion (or in Buyer's reasonable discretion if Buyer has agreed to not unreasonably withhold its consent with respect to the particular matter in question pursuant to the express terms of this Agreement), or (ii) is otherwise permitted pursuant to the express terms of this Agreement (it being understood, however, that for the purposes of this sentence the accuracy of any particular representation or warranty that expressly speaks as of a particular date shall be determined as of the date of this Agreement and the Closing Date solely with reference to such particular date).

7.3 Covenants of Sellers. Each of the covenants of the Sellers shall have been performed and complied with in all material respects prior to or as of the Closing Date.

7.4 Operations and Transfer Agreement. The Parties shall have executed the Operations and Transfer Agreement, if applicable.

7.5 Closing Deliveries. The Sellers shall have executed and delivered into escrow with Title Insurer the documents and instruments that the Sellers are required to deliver under Section 4.3 above, and taken all other actions required of the Sellers under this Agreement.

7.6 Bankruptcy Court Order or Consent. Entry by the Bankruptcy Court of the Sale Order.

## ARTICLE VIII

### **REQUIREMENTS BUYER MUST MEET BEFORE SELLERS REQUIRED TO CLOSE**

The Sellers shall be obligated to consummate the transactions contemplated by this Agreement only upon the satisfaction, at or prior to the Closing, of all of the following conditions, any one or more of which may be waived in writing at the discretion of the Sellers:

8.1 Absence of Litigation. No temporary restraining order, preliminary or permanent injunction or other order issued by any governmental entity of competent jurisdiction nor other legal restraint or prohibition preventing the consummation of the transaction shall be in effect.

8.2 Representations and Warranties of Buyer. Each of the representations and warranties of the Buyer in this Agreement shall be true and correct in all material respects, on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date except for changes to such representations or warranties arising or relating to any matter occurring during the period from the date hereof to the Closing Date that (i) is approved by Sellers or acceptable to Sellers in Sellers' sole discretion (or in Sellers' reasonable discretion if Sellers have agreed to not unreasonably withhold consent with respect to the particular matter in question pursuant to the express terms of this Agreement), or (ii) is otherwise permitted pursuant to the express terms of this Agreement (it being understood, however, that for the purposes of this sentence the accuracy of any particular representation or warranty that expressly speaks as of a particular date shall be determined as of the date of this Agreement and the Closing Date solely with reference to such particular date).

8.3 Buyer's Covenants. Each of the covenants of the Buyer shall have been performed and complied with in all material respects prior to or as of the Closing Date.

8.4 Closing Deliveries. The Buyer shall have executed and delivered into escrow with Title Insurer the documents and instruments that the Buyer is required to deliver under Section 4.4 above, and taken all other actions required of the Buyer under this Agreement, including delivery of the Purchase Price to the Title Insurer. In addition, the Sellers shall not be required to close until the Sale Order has been entered in form satisfactory to the Sellers and the Trustee.

## ARTICLE IX

### **REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Sellers hereby makes the following representations and warranties to the Buyer, each of which shall be true and correct as of the date of this Agreement and as of the Closing Date.

9.1 Power, Authority, Binding Nature. Upon entry of the Sale Order by the Bankruptcy Court (a) Sellers have and will have the requisite power and authority to deliver this Agreement and the other agreements, forms, deeds and documents to be executed and delivered by the Sellers in conjunction herewith (the "**Sellers' Ancillary Agreements**") and to execute and to perform Sellers' obligations hereunder and under the Sellers' Ancillary Agreements; and (b) this Agreement has been duly and validly executed and delivered by the Sellers and constitutes, and

each of the Sellers' Ancillary Agreements (when executed and delivered by the Sellers, with the consent of the Trustee) shall constitute, a valid and binding agreement of the Sellers enforceable in accordance with its (or their) terms (and assuming that this Agreement and each of the Sellers' Ancillary Agreements constitute the valid and binding agreements of the Buyer).

9.2 No Bar. Neither the execution nor delivery of this Agreement or the Sellers' Ancillary Agreements nor the consummation of the transactions contemplated hereby will: (i) violate or constitute a default in any material respects under any order, judgment, injunction, award or decree of any court, arbiter or governmental or regulatory body against or binding upon the Sellers; or (ii) result in the creation of any lien or encumbrance on any of the Real Estate and the Other Purchased Assets; or (iii) violate, conflict with or cause a breach in any material respects of the terms of any agreement, lease or other binding contract or instrument to which Sellers are a party or by which Sellers are bound.

9.3 Brokers/Platform. No entity other than SVN Toomey Property Advisors ("SVN") or CWFS-REDS LLC ("REDS") is entitled to any brokerage fee, finder's fee, marketing fee, platform fee, or commission in connection with the Transactions as a result of any action taken by or on behalf of Sellers. Payment of any and all fees, commissions or other charges which may be due to SVN and/or REDS shall be paid at Closing solely to the extent authorized by the Sale Order and the respective agreements with SVN and REDS.

9.4 Absence of Changes. To the knowledge of Sellers, since the date of this Agreement, there has not been any transfer, encumbrance or disposition by the Sellers of any of the Real Estate or Other Purchased Assets, other than in the ordinary and usual course and not material, either individually or in the aggregate.

9.5 Absence of Litigation. As of the date hereof, other than the bankruptcy case, there are no actions, suits, claims, investigations, hearings or proceedings of any type (or, to the knowledge of Sellers, threatened), at law or in equity, that might affect Sellers' ability to close the transaction contemplated herein.

9.6 Existing Agreements. To the knowledge of Sellers, there are no agreements or understandings (whether written or oral) relating to the Project, and no party has any right to occupy any portion of the Project, except for and as set forth in any residency agreement, the Permitted Exceptions, the Leases and the Assigned Contracts. No material amendments or waivers pertaining to the foregoing will be made prior to the Closing Date.

9.7 OFAC. To the knowledge of Sellers, the Sellers have not engaged in any dealings or transactions, directly or indirectly, (i) with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" ("SDNs") or "blocked person" (each a "**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person, (ii) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act



(50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (iii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“**Anti-Terrorism Order**”) or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time, or (iv) any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) the Foreign Corrupt Practices Act, (ii) the U.S. mail and wire fraud statutes, (iii) the Travel Act, (iv) any similar or successor statutes or (v) any regulations promulgated under the foregoing statutes. Neither Sellers nor any of their affiliates or constituents, (x) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department’s Office of Foreign Assets Control list of restrictions and prohibited persons, or (y) are a person described in section 1 of the Anti-Terrorism Order, and neither Sellers nor any of their affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person.

As used in these representations and warranties the term “knowledge” with respect to any specific representation and/or warranty means the actual knowledge of Katie Goodman of GGG Partners LLC, solely in her capacity as CRO of the Sellers, at the time the representation and/or warranty is made, without any requirement that the Sellers conduct any investigation, audit or review as to or concerning the specific subject matter of the representation or warranty. Except as expressly set forth in this Agreement, the representations and warranties of the Sellers set forth in this Article IX and elsewhere in this Agreement shall not survive the Closing.

## **ARTICLE X**

### **REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer hereby makes the following representations and warranties to the Sellers, each of which shall be true and correct as of the date of this Agreement and as of the Closing Date in accordance with this Agreement (except as noted below).

10.1 Corporate Organization. The Buyer shall be a company duly organized by not later than the Effective Date, validly existing and in good standing under the laws of the state of Georgia and shall have the requisite limited liability company power and authority to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted. The Buyer is qualified or licensed to do business as a foreign limited liability company and is in good standing in every jurisdiction where the nature of the business conducted by it or the properties owned or leased by it requires such qualification, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to have a material adverse effect on the Buyer’s business or operations.



10.2 Authorization and Effect of Agreement and Buyer Ancillary Agreements. (a) The Buyer has the requisite power and authority to deliver this Agreement and the other agreements, forms, deeds and documents to be executed and/or delivered by the Buyer in conjunction herewith (the “**Buyer Ancillary Agreements**”; the Sellers’ Ancillary Agreements and the Buyer Ancillary Agreements, collectively, the “**Ancillary Agreements**”) and to execute and to perform Buyer’s obligations hereunder and under the Buyer Ancillary Agreements; and (b) this Agreement has been duly and validly executed and delivered by the Buyer and constitutes, and each of the Buyer Ancillary Agreements (when executed and delivered by the Buyer) shall constitute, a valid and binding agreement of the Buyer enforceable against the Buyer in accordance with its and their terms.

10.3 Due Authorization by Buyer. The execution and delivery by the Buyer of this Agreement and the Buyer Ancillary Agreements and the performance by it of the transactions contemplated hereunder and thereunder have been duly authorized by all necessary action on the part of the Buyer.

10.4 No Conflicts; Consents and Approvals. The execution and delivery by the Buyer of this Agreement and the Buyer Ancillary Agreements do not and will not, and the performance by the Buyer of the transactions contemplated by this Agreement and the Buyer Ancillary Agreements will not, conflict with, or result in any violation of, or constitute a default under (a) any provision of the articles of organization or operating agreement of the Buyer, (b) any of the terms, conditions or provisions or any material agreement or other material document by which the Buyer is bound, or (c) any state, federal or local law or order applicable to or binding on the Buyer. The execution and delivery by the Buyer of this Agreement and the Buyer Ancillary Agreements do not and will not require any consent of any person or government or governmental agency.

10.5 Brokers. No entity other than SVN and REDS, who each shall be paid as provided in Section 9.3 above, is entitled to any brokerage fee, finder’s fee, marketing fee, platform fee, or commission in connection with the transaction contemplated in this Agreement as a result of any action taken by or on behalf of the Buyer.

10.6 Absence of Litigation. As of the date hereof, there are no actions, suits, claims, investigations, hearings or proceedings of any type (or, to the knowledge of Buyer, threatened), at law or in equity, that might affect Buyer’s ability to close the transaction contemplated herein.

10.7 Licensure. As of the date hereof, Buyer is unaware of any reason which would prevent its ability to qualify for and obtain the necessary licenses to operate the Project. The purchase by Buyer of the Real Estate and Other Purchased Assets is not conditioned upon obtaining any applicable licenses or permits to operate the Project.

10.8 Compliance with Legal Requirements. As of the date hereof, to the best of its knowledge, neither Buyer nor any of its affiliates is or has been the subject of any investigation by any federal or state enforcement or regulatory agency, and has not received any complaints from employees, independent contractors or vendors that would indicate Buyer or any of its affiliates has violated any material legal requirements. As of the date hereof, there are no material citations or deficiencies currently outstanding with respect to any assisted living facilities or memory care facilities owned or operated by Buyer or any of its affiliates.

10.9 No Financing/Due Diligence Contingencies. The purchase by Buyer of the Real Estate and Other Purchased Assets is not conditioned upon obtaining financing or any due diligence.

10.10 Auction Terms and Conditions. Buyer represents and warrants that Buyer has received, read and accepts all terms and conditions pertaining to the sale of the Property (the “**Terms and Conditions**”), which have been made available on the auction website, *marketplace.realin-sight.com* and which Terms and Conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the Terms and Conditions and this Agreement, this Agreement shall control and prevail in all respects.

With respect to Sections 10.6 through 10.8, Buyer has the affirmative obligation to update such representations immediately (the “**Updated Representations**”) to the extent Buyer discovers that due to actions or inactions of Buyer or its affiliates after the Effective Date, such representatives are no longer true or accurate.

As used in these representations and warranties the term “knowledge” with respect to any specific representation and/or warranty means the actual knowledge of those employees or agents of the Buyer who had devoted a substantial amount of time to this transaction prior to and at the time the representation and/or warranty is made, without any requirement that such individuals conduct any investigation, audit or review as to or concerning the specific subject matter of the representation or warranty.

## **ARTICLE XI**

### **COVENANTS OF THE PARTIES**

11.1 Conduct of Business. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Proration Time, unless the Buyer has consented in writing thereto, the Sellers shall not materially alter the operations of the Project from existing practices.

11.2 Efforts to Consummate; Certain Actions. Subject to the terms and conditions herein, each of the Parties agrees to use commercially reasonable efforts to cause to be taken all action, and to do, or cause to be done as promptly as practicable, all things reasonably necessary under applicable laws and regulations to consummate and make effective as promptly as practicable the transaction contemplated by this Agreement; and to cooperate with the other Party in obtaining all authorizations, consents, orders, licenses and approvals of any governmental authority that may be or become necessary in connection with the consummation of the transaction and to take all reasonable actions to avoid the entry of any order or decree by any governmental authority prohibiting the consummation of the transaction; and shall furnish to the other all such information in its possession as may be necessary for the completion of the notifications to be filed by the others.

11.3 Resident Medical Records. Buyer understands that, to the extent allowed by applicable law, all of Sellers’ medical records pertaining to residents of the Project (including those historic records required to be maintained under applicable law) that are in Sellers’ possession are being transferred hereunder to Buyer or its designee, and, with respect to all medical records, and all other records transferred to Buyer or its designee hereunder, including financial records, Buyer

agrees that it or its designee, as applicable, will diligently maintain and preserve such records as and to the extent required by law, and allow Sellers, or Sellers' agents or representatives, to examine from time to time such records relating to the period of Sellers' operation of the Project and to make copies thereof at Buyer's expense, subject to and only to the extent required by applicable laws and solely for Sellers' reasonable business purposes. All patient records shall be maintained in full compliance with all state and federal laws relating to the confidentiality and preservation of medical records. Buyer agrees to provide patients and residents with all required notices required to be provided by Buyer in accordance with applicable law. Sellers agree to provide patients and residents with all required notices required to be provided by Sellers in accordance with applicable law.

## **ARTICLE XII**

### **TERMINATION OF THIS AGREEMENT**

12.1 Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) The mutual written consent of Sellers (with the consent of the Trustee) and Buyer, in which case the Deposit shall be returned to Buyer as its full and complete remedy;

(b) Buyer, if there has been a material breach by Sellers of any representation, warranty, covenant or agreement set forth in this Agreement which is not cured by Sellers within ten (10) business days after written notice thereof, or if any of the conditions set forth in Article VII shall not have been satisfied or waived the date that is sixty (60) days past the Target Closing Date, in which case the Deposit shall be returned to Buyer as its full and complete remedy; provided, however, the Deposit shall not be returned to Buyer if Sellers are entitled to terminate this Agreement pursuant to Section 12.1(c), in which case the Title Insurer shall pay the Deposit to Sellers; or

(c) Sellers, if Buyer fails to close by the Target Closing Date, in which case the Title Insurer shall pay the Deposit to Sellers; or

(d) Sellers, if there has been a material breach by Buyer of any representation, warranty, covenant or agreement set forth in this Agreement (other than as set forth in Section 12.1(c)) which is not cured by Buyer within ten (10) business days after receipt of written notice thereof, or if the conditions set forth in Article VIII shall not have been satisfied or waived, in which case the Title Insurer shall pay the Deposit to Sellers.

12.2 Effect of Termination. In the event of the termination of this Agreement, this Agreement shall be of no further force or effect, except for those provisions of this Agreement that expressly survive the termination hereof, the obligations regarding the Deposit and other matters set forth in Section 12.1 and the obligations set forth in this Section 12.2, which shall survive the termination of this Agreement. Upon request therefor, each Party shall destroy or redeliver all documents, work papers and other material of another Party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the Party furnishing the same.

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

13.1 Publicity. Except as required by law, in connection with approval of this transaction by the Bankruptcy Court, or in connection with any notice provided by the Trustee to the holders of the Bonds, any public announcements or statements made prior to the Closing by Buyer or Sellers concerning the contemplated transaction shall require the prior written consent of Sellers or Buyer, as applicable, which consent shall not be unreasonably withheld.

13.2 Risk of Loss. The Sellers assume all risk of destruction, loss, or damage to the Real Estate and the Other Purchased Assets due to fire, storm, or other casualty up to the Closing. In case of any destruction, loss, or damage to the Real Estate and the Other Purchased Assets in excess of twenty percent (20%) of the Purchase Price (the "Loss Threshold Amount"), the Buyer shall have the right to: (a) terminate this Agreement in accordance with Section 12.1(a), and Sellers shall be deemed to have mutually consented to such termination; or (b) proceed to the Closing and accept from Sellers an assignment of all insurance proceeds payable in connection with such destruction, loss or damage, without a credit against the Purchase Price. In the case of any destruction, loss, or damage to the Real Estate and the Other Purchased Assets in an amount less than the Loss Threshold Amount, Buyer shall proceed to the Closing and accept from Sellers an assignment of all insurance proceeds payable in connection with such destruction, loss or damage, without a credit against the Purchase Price.

13.3 Further Assurances. From time to time following the Closing, Sellers and the Buyer shall, at the other party's reasonable request, execute, acknowledge and deliver such additional documents, instruments of conveyance, transfer, assignment, assumption or assurances and take such other action as Buyer or Sellers, as the case may be, may reasonably request to more effectively assign, convey and transfer the Real Estate and Other Purchased Assets to Buyer and fully vest title to Buyer in the Real Estate and Other Purchased Assets, or for Buyer to more effectively assume the Assumed Liabilities, as the case may be, provided that in no event shall the liabilities of a party be increased thereby. All such reasonable costs and expenses incurred by the non-requesting party shall be reimbursed by the requesting party. The obligations contained in this Section 13.3 shall survive the Closing.

13.4 Notices. All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, shall be deemed to have been duly given when delivered in person or when dispatched by email notification (confirmed in writing by mail promptly dispatched) or one (1) business day after having been dispatched by a nationally recognized overnight courier service to the appropriate party at the address specified below:

(a) If to the Sellers, 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, and Ray P.C.  
4401 Northside Parkway  
Suite 230  
Atlanta, GA 30327  
[aray@swlawfirm.com](mailto:aray@swlawfirm.com)

- (b) If to the Buyer, to:  
259 Baldwin Road  
Hempstead NY 11550  
[olawale9@yahoo.com](mailto:olawale9@yahoo.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  
[azanoch@gtlaw.com](mailto:azanoch@gtlaw.com)

or to such other address or addresses or email address as any such noticed party may from time to time designate as to itself by like notice. Any notice to be given by a party hereto may be given by such parties counsel.

13.5 Expenses. Each party hereto shall pay and be responsible for its respective expenses (including legal fees) incurred by it incident to this Agreement and in preparing to consummate and consummating the contemplated transaction.

13.6 Waiver. Either the Sellers (with the consent of the Trustee), on the one hand, or the Buyer, on the other hand, may by written notice to the other (a) extend the time for performance of any of the obligations of the other party under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement, (c) waive compliance with any of the conditions or covenants of the other party contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other party under this Agreement; provided, however, that no such party may, without the prior written consent of the other party, make or

grant such extension of time, waiver of inaccuracies or compliance or waiver or modification of performance with respect to its representations, warranties, conditions or covenants hereunder. Except as provided in the immediately preceding sentence, no action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representations, warranties, conditions or covenants contained in this Agreement or shall operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

13.7 Entire Agreement. This Agreement, which includes the Schedules and the Exhibits hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party relating to the matters contemplated hereby.

13.8 Amendments, Supplements, Etc. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by the Parties (with the consent of the Trustee) to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties.

13.9 Rights of the Parties. This Agreement is solely for the benefit of the Buyer (and the Buyer's permitted successors and/or assigns), the Sellers, the Trustee and the holders of the Bonds. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby, nor shall any other person be entitled to rely upon the terms, covenants and provisions of this Agreement.

13.10 Inconsistencies. In the event of any inconsistency between the terms and provisions of this Agreement and the terms and provisions of any of the Ancillary Agreements, the terms and provisions of this Agreement shall prevail.

13.11 Governing Law and Choice of Forum. The validity and interpretation of this Agreement shall be construed in accordance with, and governed by the laws of the State of Georgia without regard to the choice-of-law principles of this or any other jurisdiction. Any suit, action, claim or proceeding seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the Ancillary Documents shall be brought in the Bankruptcy Court, and the Parties hereby irrevocably submit and consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such suit or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection and defenses which he, she or it may now have or hereafter may have based on forum, venue, or personal or subject matter jurisdiction as they may relate to any suit, action or proceeding in any such court. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without jurisdiction of said court. The Parties agree that the relief sought from the court as a result of any dispute brought in connection with this Agreement or the Ancillary Agreements may include, but is not necessarily limited to, injunctive relief, specific performance or monetary damages. Notwithstanding the foregoing, the Bankruptcy Court shall have exclusive jurisdiction to resolve all disputes between the Parties until such time as the Bankruptcy Cases are closed.

13.12 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT,



THE ANCILLARY AGREEMENTS, OR THE TRANSACTION IN ANY COURT IN WHICH SUCH ACTION OR PROCEEDING MAY BE BROUGHT.

13.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any counterpart may be executed by either hand signature, facsimile signature, or by electronic signature using DocuSign or similar technology and such execution shall be deemed an original.

13.14 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations under this Agreement of Sellers, on the one hand, and Buyer, on the other hand, shall not be adversely affected thereby: (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13.15 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties hereto.

13.16 Time/Non Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, “**business day**” means any day other than a Saturday, Sunday or federal or Georgia holiday.

13.17 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

13.18 Headings. The headings as contained in this Agreement are inserted for convenience reference only and shall not constitute a part hereof.

13.19 Interpretation. This Agreement shall be construed in a neutral manner without regard to any presumption or rule requiring construction against the party who drafted or caused the drafting of this Agreement.

13.20 Agency Disclosure:

The listing company, SVN, is:

An agent of the sellers.

An agent of the buyer.

An agent of both the sellers and buyer and is acting as a limited consensual dual agent.

\_\_\_\_ Assisting the \_\_\_\_ buyer \_\_\_\_ seller as a transaction broker.

[For Buyer's agent, if applicable] \_\_\_\_\_ is:

\_\_\_\_ An agent of the seller.

\_\_\_\_ An agent of the buyer.

\_\_\_\_ An agent of both the seller and buyer and is acting as a limited consensual dual agent.

\_\_\_\_ Assisting the \_\_\_\_ buyer \_\_\_\_ sellers as a transaction broker.

[NOTE: Buyer shall be solely responsible for any fee paid to a Buyer's agent]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

**BUYER:**

Signed by:  
By: Olawale Abimbola  
4CC7B3B905C24FC...  
Name: Olawale Abimbola  
Title: \_\_\_\_\_

**SELLERS:**

DocuSigned by:  
By: Katie Goodman  
1BCEFD00129554C0  
Name: Katie Goodman  
Title: Chief Restructuring Officer

**ACKNOWLEDGED BY THE TRUSTEE:**

UMB Bank, N.A., as Trustee

Signed by:  
By: Laura Roberson  
8FA28F08D1F24FA  
Name: Laura Roberson  
Title: Senior Vice President

**Exhibit A**

**Quit Claim Deed(s)**

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ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

**QUIT CLAIM DEED**

**THIS INDENTURE**, is made and entered into as of the \_\_\_\_ day of March, 2025, by and between **RHCSC DOUGLAS HEALTH HOLDINGS LLC**, a Georgia limited liability company (“Grantor”) and [\_\_\_] a [\_\_\_] (“Grantee”) (the words “Grantor” and “Grantee” to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

**WITNESSETH, THAT:**

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 that tract or parcel of land lying and being located in [\_\_\_] County, Georgia, and being known as **1360 West Gordon Street, Douglas, Georgia**, 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 DOUGLAS HEALTH  
HOLDINGS, LLC,**  
a Georgia limited liability company

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

By: **REGIONAL HOUSING &  
COMMUNITY SERVICES CORP.,**  
a California nonprofit corporation

Sworn to and subscribed before me this  
the \_\_\_ day of \_\_\_\_\_, 2025.

Its: Sole Member

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

By: \_\_\_\_\_  
Katie S. Goodman  
Chief Restructuring Officer

My Commission Expires:

\_\_\_\_\_  
[NOTARY SEAL]





**Exhibit B  
Bill of Sale and Assignment**

**BILL OF SALE**

FOR VALUE RECEIVED, RHCSC Douglas AL Holdings LLC and RHCSC Douglas Health Holdings LLC, each a Georgia corporation, Debtors and Debtors in Possession (collectively, the “Assignor”) do hereby sell, assign, transfer, and convey unto \_\_\_\_\_, 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 personal property related to the Project, as such term is defined in that certain Asset Purchase Agreement between Assignor and Assignee dated [\_\_\_], 2025 (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 \_\_\_\_\_, 2025.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed by its respective duly authorized officer as of the \_\_\_ day of \_\_\_\_\_, 2025.

“ASSIGNOR”

RHCSC DOUGLAS AL HOLDINGS, LLC  
RHCSC DOUGLAS HEALTH HOLDINGS LLC

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

Sworn to and subscribed before me this  
the \_\_\_ day of \_\_\_\_\_, 2025.

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

**Acceptance**

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

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

Sworn to and subscribed before me this  
the \_\_\_ day of \_\_\_\_\_, 2025.

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

**Exhibit C**

**Operations Transfer Agreement**

**OPERATIONS TRANSFER AGREEMENT**

THIS OPERATIONS TRANSFER AGREEMENT (“**Agreement**”) is made and entered into as of this 28 day of March 2025 (the “**Effective Date**”) by and between (i) Olawale Abimbola (“**Buyer**”) and (ii) RHCSC Douglas AL Holdings LLC and RHCSC Douglas Health Holdings LLC (together, the “**Sellers**” and collectively with the Buyer, the “**Parties**”). 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 Sellers are each limited liability companies organized in Georgia, and own the real estate and personal property related to the following project:

<b>Facility</b>	<b>Address</b>	<b>Number of Units</b>
The Landings of Douglas	1360 West Gordon Street Douglas, GA 31533	58

(the “**Project**”).

**B.** On August 26, 2021, the Sellers and certain affiliated entities of the Sellers (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.** Contemporaneously herewith, the Parties executed that certain Asset Purchase Agreement (“**APA**”) pursuant to which the Buyer agreed to purchase, and Sellers agreed to sell, substantially all real and personal property assets used in connection with operation of the Project. The APA is to be 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.** Buyer and Sellers are entering into this Agreement to ensure the smooth transition of the operations of/at the Project from Sellers to Buyer and, to the extent permissible under applicable law, to permit Buyer to operate the Project under the permits and licenses required

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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.

under applicable law currently issued to Sellers until Buyer is able to procure any required permits and licenses, and to document the terms and conditions under which said transition will occur.

E. Heretofore, HMP Senior Solutions, LLC (“**Outgoing Manager**”) has been managing the Project for the benefit of Sellers pursuant to a Management Agreement dated effective as of October 31, 2021 (the “**Outgoing Management Agreement**”). Effective as of the Proration Time (as defined below), 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.** Effective as of the date of the consummation of the transaction that is the subject to the APA (the “**Closing Date**”), Sellers hereby agree to transfer all their respective rights in and to the operation, management, possession, and control of the Project to Buyer, subject to all the terms and conditions of the APA and this Agreement. In accordance with the terms of the APA, all financial activity and obligations occurring and accruing until 11:59 p.m. on the day prior to the Closing Date (the “**Proration Time**”) shall be the responsibility of (and accrue to the benefit of) the respective Sellers. The Closing Date itself shall be considered a revenue and expense day for the Buyer, meaning that all financial activity and obligations on the Closing Date are the responsibility of (and accrue to the benefit of) the Buyer. All right, title and interest of Sellers 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 SELLERS AND ANY AGENTS AND AFFILIATES OF SELLERS 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 SELLERS ARE ASSIGNING ANY AND ALL OF THEIR RESPECTIVE INTEREST IN THE OPERATING CONTRACTS (AS DEFINED BELOW) WITHOUT WARRANTY.**

**2. Cooperation.** The Parties agree to cooperate to effect an orderly transfer and smooth transition of the operation and management of the Project, including but not limited to physical assets, personnel and employees, residents, and any and all clinical and financial records

relating or belonging to the Project pursuant to this Agreement, and ownership of the Purchased Assets, including the Project, pursuant to the APA on the Closing Date.

**3. Management.** At least fourteen (14) days before the Closing Date, Buyer shall inform Sellers and Outgoing Manager whether Buyer will self-manage the Project or provide Sellers and Outgoing Manager with contact information for a third-party management company. Sellers shall terminate Outgoing Manager and the Outgoing Management Agreement as of the Proration Time. At the Proration Time, 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, Sellers shall provide to Buyer a schedule (properly reconciled) of any resident deposits or other resident funds, if any, held by Sellers, and will update such information not less than five (5) business days prior to the Closing Date (collectively the “**Resident Funds**”). Sellers 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.** Buyer agrees to be liable for the Resident Funds as accounted for and transferred by Sellers on the Closing Date. 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. Intentionally Omitted.**

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

**6.1.** The Parties to this Agreement acknowledge and agree that the interests of Sellers 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, Sellers shall provide to Buyer, within five (5) business days from the Closing Date, a complete and accurate schedule of the accounts receivable and accounts payable and other obligations relating to the Project as of the Closing 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. Notwithstanding anything to the contrary, Sellers shall use commercially reasonable best efforts to have any and all outstanding post-petition accounts payable and debt obligations paid off on or before the Closing Date. To the extent post-petition accounts payable and debt obligations are not paid off on or before the Closing Date, they shall be treated as set forth in this Section 6.

**6.2.** Within ten (10) business days following the Closing Date, Sellers shall mail out final reconciled invoices to all residents at the Project showing payments received by Sellers through the Proration Time, showing any remaining balances due from residents as of the

Proration Time, and directing residents to send any future payments to Buyer at an address to be provided by Buyer. All payments received by Sellers prior to the Proration Time 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 Closing Date occurs before the fifteenth (15<sup>th</sup>) day of the applicable calendar month, Sellers 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 Closing Date, Sellers shall not have any rights or interest in the continuing revenues of the Project which relate to the period after the Proration Time. Except as set forth herein or agreed to by Sellers and the Buyer, Sellers shall remain responsible for billing and collection of all revenues which relate to the period prior to the Proration Time. Buyer shall become responsible for billing and collection of all revenues which relate to the period after the Proration Time.

**6.4.** All payments received by a Party from and after the Proration Time 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 Closing Date, shall be credited to Sellers.
- 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 Closing Date, shall be credited to Buyer.
- c) Payments from or on behalf of Residents with an outstanding balance as of the Closing 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 forty-five (45) days after the Closing Date, then such payment shall be first credited to Sellers as payment against such Resident's outstanding balance for rent and services rendered prior to the Closing Date, with any excess credited to Buyer as payment for rents and services rendered after the Closing Date, and (2) if such payment is received more than forty-five (45) days after the Closing Date, then such payment shall be first credited to Buyer as payment for rents and services rendered after the Closing Date, with any excess credited to Sellers as payment against such Resident's outstanding balance for rent and services rendered prior to the Closing Date, if any, until payment in full of any such outstanding balance.



**6.5.** Sellers agree to provide to Buyer, within five (5) business days after the Proration Time, an electronic file detailing all Resident Funds, receivables and or other amounts owed to or by the Residents.

**6.6.** If, following the Closing Date, Sellers inadvertently receive any payments related to the Project for the period after the Proration Time, Sellers shall remit the same to Buyer within fifteen (15) days after receipt. If following the Closing Date, Buyer inadvertently receives any payments related to the Project for the period prior the Proration Time, Buyer shall remit the same to Sellers 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 Closing Date, the Parties shall remit to the appropriate Party that portion of such payment allocable to services provided prior to the Proration Time for Sellers or after the Proration Time for Buyer.

**6.8.** Sellers will continue to process and pay post-petition accounts payable and other obligations of the Project for periods prior to the Proration Time. Buyer shall commence to process and pay all accounts payable and other obligations of the Project for all periods after the Proration Time. In the event that an account payable obligation is received for services or goods obtained by the Project both prior to and after the Proration Time, the Parties agree to work together to reasonably prorate such obligations using the Proration Time as a gauge to determine each respective Party's financial obligations.

**6.9.** MatrixCare is the electronic health record provider of the Sellers. Sellers shall provide 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 Buyer or its designee notifies Sellers that its access to MatrixCare may be terminated, or (b) ninety (90) days from the Closing Date. Buyer shall pay Sellers the cost of maintaining the MatrixCare clinical software at the Project related to the Buyer's use after the Proration Time.

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

**7.1.** On the Closing Date, Sellers shall deliver to Buyer 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 Sellers from removing from the Project on or prior to the Closing Date the financial records which relate to operations at the Project and/or its overall corporate operations, as long as any resident financial records are kept onsite at the Project so Buyer can comply with any and all regulatory requirements.

**7.2.** Subsequent to the Closing Date, Buyer shall allow Sellers, and their 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 Closing Date, to the extent reasonably necessary to enable Sellers to properly discharge their duties in the Bankruptcy Cases, for purposes of litigation, legal proceeding or administrative action. In addition, Buyer shall provide a license

and online access to Sellers and Outgoing Manager to enable Sellers and Outgoing Manager to have continued access to any accounting software for the period prior to the Closing Date.

**7.3.** Sellers (and their affiliates) shall be entitled to remove the originals of any records delivered to Buyer, for purposes of litigation, legal proceeding or administrative action involving a resident or Employee to whom such record relates, if Sellers (or their 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 Buyer following its use.

**7.4.** Buyer agrees to maintain such books, records and other material comprising records of the Project's operations prior to the Closing Date that have been received by Buyer from Sellers 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 Sellers a reasonable opportunity to remove such documents, at Sellers' expense, as may be applicable, at such time after such record retention period as may be required by law has expired or as Buyer shall decide to dispose of such documents.

**8. Contracts.** Subject to delivery of the NDA, within ten (10) business days from the Effective Date, Sellers shall provide to 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 Project (the "**Operating Contracts**"). Subject to an order of the Bankruptcy Court, effective as of the Closing Date, Sellers shall transfer and assign to Buyer and Buyer hereby accepts such assignment, all of Sellers' rights and interest, if any and only to the extent assignable by Sellers, 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 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 Buyer pursuant to an assignment and assumption agreement and order of the Bankruptcy Court, and (iv) were identified by Buyer as being Operating Contracts Buyer would like to have assumed and assigned to it, pursuant to the APA. Sellers and Buyer hereby agree to cooperate as may reasonably be necessary in the transition of the Operating Contracts. 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 Buyer assumes any Operating Contracts, Buyer shall be responsible for payment of any and all amounts necessary to cure defaults as contemplated in Section 365 of the Bankruptcy Code (the "**Cure Obligations**").

**9. Intentionally Omitted.**

**10. Licenses.**

**10.1. Preservation of Current License.** Prior to the Closing Date, Sellers 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 Licenses**”);
- 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 authorized bed capacity and/or the approved number of beds at the Project.

**10.2. Regulatory Survey and Licensure Matters.** In connection with any regulatory survey or licensure matters occurring prior to the Closing Date required for 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, Sellers and 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 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) Sellers shall use reasonable commercial efforts to assist Buyer in obtaining a new license from DCH to operate the Project (the “**New Facility Licenses**”), including to the extent within the control of Sellers, 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 Buyer obtains such new license.
- b) No later than twenty (20) days prior to the Closing Date, Buyer shall file a Change of Ownership Application with DCH to obtain the New Facility Licenses and also to obtain any and all other licenses and permits as may be required to authorize 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, Sellers shall allow Buyer to operate the Project under the Current Facility Licenses until the earlier of (i) such a time as DCH issues the New Facility Licenses, or (ii) sixty (60) days after the Closing Date (or such other date as mutually agreed upon by the Parties) (the “**Transition Period**”). Upon expiration of the Transition Period, the Buyer shall immediately cease all use of the Current Facility License and shall not longer have any right or authority to conduct any

business activities or operate the Project utilizing the Current Facilities Licenses. For the avoidance of doubt Sellers 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 Licenses. Buyer hereby agrees to indemnify and hold Sellers harmless from and against any and all cost, expense, liability, claim, penalty, fine or damage arising out of or resulting from Buyer's use of the Current Facility Licenses on or after the Closing Date. **Buyer acknowledges that Sellers make no representations, warranties or covenants concerning Buyer's ability and authority under applicable law to operate the Project under the Current Facility Licenses for any period of time.**

**11. Resident Agreements.** Subject to an order of the Bankruptcy Court, Sellers shall transfer, convey and assign to Buyer on the Closing Date all of their respective right, title and interest in and to all existing agreements with residents and any guarantors thereof, to the extent assignable by Sellers, and Buyer shall assume all of the rights and obligations under the existing agreements effective as of the Closing 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 Sellers, including, without limitation, know-how, inventions, discoveries and improvements, trade secrets, specifications, designs and other technical information owned by or licensed to Sellers relating to the Project and all of the goodwill associated with the foregoing (collectively, "**Intellectual Property Rights**") shall be transferred to 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 Sellers, 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**"). Buyer acknowledges and agrees that no rights to any Excluded IP are transferred under this Agreement and Buyer has no rights with respect to any Excluded IP.

**12.2. Removal of Proprietary Property.** All proprietary property of Sellers, if any, including any and all Excluded IP of Sellers, will be removed from the Project on or as soon as practicable (not more than seven (7) days) after the Closing Date. Sellers and the 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 by Sellers at the Project shall cease within seven (7) days after the Closing 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 Buyer through accessing the data out of the electronic software program. 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. Buyer will be responsible for maintaining the program and paying for any obligation arising from the software license after the Closing Date. Sellers will take steps to protect information prior to the Closing Date so that data is not deleted or removed prior to the Closing Date. If any referral or lead generating sources were used by Sellers prior to the Closing Date that resulted in a debt due to such source, Sellers shall be responsible for such payments, it being the intention of the Parties that the Buyer shall not be responsible for resident referral fees that resulted in resident move-ins to the Project prior to the Closing Date.

**13. Telephone Number.** Buyer shall have the right to utilize the present telephone numbers at the Project on the condition that Buyer pays for all charges against said numbers incurred after the Proration Time and makes all necessary arrangements for and pays all costs associated with the transfer of the numbers to its name. Sellers agree to pay all prior outstanding charges against said numbers owed as of the Proration Time and to fully cooperate in successfully completing the transfer of the telephone numbers to Buyer.

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

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

**14.2.** Buyer will be responsible for securing and paying for all necessary insurance with respect to the Project after the Proration Time in compliance with any applicable laws and regulations.

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

**14.4.** EXCEPT AS SET FORTH IN THE APA, OR IN THIS AGREEMENT, BUYER 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 CLOSING DATE, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OF SELLERS, 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 PRIOR TO THE CLOSING DATE; (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, SELLERS 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 CLOSING DATE, 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 CLOSING DATE; (II) ANY LIABILITY FOR PAYMENTS UNDER ANY FINANCIAL OBLIGATION ENTERED INTO BY BUYER AFTER THE CLOSING DATE; (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 “**SELLERS’ EXCLUDED LIABILITIES**”).

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

**15.1.** Sellers shall provide to 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 Buyer to take appropriate action to ensure that such services remain uninterrupted. Sellers shall update such information not less than five (5) business days prior to the Closing Date. 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 Closing Date.

**15.2.** All wireless devices located at the Project and owned by Sellers will remain with the Project following the Closing 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 Sellers on the Closing Date, but shall be transferred to such names as Buyer shall direct.

**15.3.** All other computer hardware and equipment owned by Sellers at the Project (PCs, printers, internal hubs and switches) will remain at the Project following the Closing Date.

**15.4.** Buyer shall certify to Sellers that, in the case of each item of hardware at the Project, with any proprietary software owned, leased or licensed by Sellers or Outgoing Manager, Buyer has removed all licensed and proprietary software and erased all hard drives within fifteen (15) days of the Closing Date. Buyer will use commercially reasonable efforts to procure its own software licenses as of the Closing Date; provided, however, that upon Buyer's request, Sellers shall cooperate with the Buyer and use commercially reasonable efforts to transfer any resident clinical or financial data, or other operations data, to any software platform utilized by the Buyer, and not to destroy or otherwise abandon said data without prior consultation with the 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 Buyer on the Closing Date. Sellers acknowledge and agree that to the extent that any of these systems have data stored within software that Sellers intend to remove from the Project on the Closing Date, Sellers shall cooperate with the Buyer, at Buyer's request, and use commercially reasonable efforts to transfer such data to the Buyer, and not to destroy or otherwise abandon said data without prior consultation with the Buyer.

**16. Vehicles.** Sellers agree to transfer title to any and all vehicles owned by Sellers and used in connection with the Project, if any, in accordance with the directives of the Buyer as soon as reasonably practicable after the Closing Date. Any insurance coverage on such vehicle placed by Sellers will be cancelled as of the Proration Time and will thereafter be the responsibility of Buyer. Sellers further agree to cooperate as reasonably necessary with the Buyer should any title issues arise regarding any vehicle transfer. Buyer agrees to provide its reasonable cooperation in connection with such vehicle title transfer process.

**17. Project Inventory and Maintenance.** As of the Closing Date, inventories of food, supplies, medicines, towels and linens on-hand at the Project shall be at levels, in quantity or value, consistent with Sellers' past operating practices. Until the Closing Date, the Project will be operated 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. 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 and the consummation of the transactions contemplated thereby. 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 Sellers, 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 Sellers, 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 Buyer, to:

Olawale Abimbola  
259 Baldwin Road, Hempstead NY 11550  
[olawale9@yahoo.com](mailto:olawale9@yahoo.com)

*With a copy to:*

**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

*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 Sellers' 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, Buyer may assign some or all of its rights hereunder to an affiliate or related entity without the prior written consent of Sellers; provided further, however, that 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.

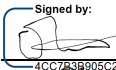
**19.10. Severability.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without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

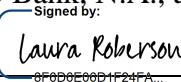
Signed by:  
By:   
Name: Olawale Abimbola  
Title: Officer

**SELLERS:**

DocuSigned by:  
By:   
Name: Katie Goodman  
Title: Chief Restructuring Officer

**ACKNOWLEDGED BY THE TRUSTEE:**

UMB Bank, N.A., as Trustee

Signed by:  
By:   
Name: Laura Roberson  
Title: Senior Vice President

**Exhibit A**

**[none]**

**Schedule 1.1(a)****Real Estate**

All that tract or parcel of land lying and being in Land Lot 146 of the 6th District of Coffee County, Georgia, consisting of 3.193 acres, as shown on that certain plat prepared by LandPro Surveying and Mapping, certified by James H. Rader, Georgia Registered Land Surveyor No. 3033, dated August 11, 2014, and recorded in Plat Book 114, Page 49, Coffee County, Georgia records, which plat by reference is made a part hereof and incorporated herein by this reference.

Parcel No. D001 005

Being the same property conveyed to RHCSC Douglas Health Holdings LLC, a Georgia limited liability company by Quit Claim Deed from Douglas-Coffee County Industrial Authority of record as (book) 1960 / (page) 141 in the Clerk's Office for Coffee County, Georgia, dated April 6, 2018 and recorded on April 16, 2018.

Being the same property conveyed to RHCSC Douglas Health Holdings LLC by Receiver Deed from Derek Pierce, acting solely in his capacity as Court Appointed Receiver for the Subject Property of record as (book) 1960 / (page) 144 in the Clerk's Office for Coffee County, Georgia, dated April 6, 2018 and recorded on April 16, 2018.

Being also known as 1360 West Gordon Street, Douglas, GA 31533

Situate in the County of Coffee, State of Georgia.

**Schedule 1.1(b)**

**Assigned Contracts**

**none**



**Schedule 1.1(c)**

**Causes of Action**

**none**

**Schedule 1.1(d)**

**Excluded Assets**

**none**

**Schedule 2.1**

**Assumed Liabilities**

**none**



**CERTIFICATE OF SERVICE**

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

This 1st day of April, 2025.

Respectfully submitted,

SCROGGINS, WILLIAMSON & RAY, P.C.

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Suite 230  
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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*