

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

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

NOTICE OF FILING ASSET PURCHASE AGREEMENT

COME NOW the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”)¹ 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 Gainesville AL Holdings LLC and RHCSC Gainesville Health Holdings LLC (collectively, the “**Sellers**”), on the one hand, and R & R Property Holdings, LLC (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 7th day of December, 2023.

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Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

/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

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** was served by the Court's CM/ECF system on all counsel of record registered in this case through CM/ECF.

This 7th day of December, 2023.

Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

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Counsel for the Debtors

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is made and entered into as of this 7th day of December 2023 (the “**Effective Date**”), between (i) R & R Property Holdings, LLC (“**Buyer**”) and RHCSC Gainesville AL Holdings LLC and RHCSC Gainesville 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 Gainesville	2030 Windward Lane Gainesville, GA 30501	42

(the “**Project**”).

C. The Trustee holds a first-priority lien and mortgage on all of the assets of the Sellers, as set forth more fully 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].

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 all of the Sellers' Real Estate (as defined below) associated with the Project, and certain personal property, other than the Excluded Assets (as defined below), in exchange for the payment by Buyer of the consideration set forth herein and the assumption by Buyer of the Assumed Liabilities (as defined below), 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 that Sellers do not remove prior to the Closing Date (including all furniture, fixtures and equipment, inventory and supplies), and intangible personal property (the "**Other Purchased Assets**") and together with the Real Estate, the "**Purchased Assets**"). For the avoidance of doubt, Sellers are authorized to remove any or all of the tangible personal property from the Project prior to the Closing Date and such removed tangible property shall be an Excluded Asset (defined below).

1.2 **Excluded Assets**. 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); (viii) any causes of action existing as of the Proration Date, (ix) any tangible personal property removed from the Project by Sellers prior to the Closing Date; and (x) any other items set forth on **Schedule 1.2** (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 Date or the Proration Date, as applicable and as set forth more fully in Section 3.5 hereof, for Purchased Assets only, and any liabilities set forth on **Schedule 2.1** (the “**Assumed Liabilities**”). For the avoidance of doubt, any liabilities that are not specifically identified on an applicable exhibit or schedule 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 foregoing sentence of this Section 2.1 and any other term or provision of this Agreement, the foregoing sentence of this Section 2.1 shall control. The provisions of this Section 2.1 shall survive the Closing.

ARTICLE III

PURCHASE PRICE; DEPOSIT; DUE DILIGENCE

3.1 **Purchase Price and Operating Expenses Escrow.** 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 through escrow with Title Insurer to Sellers a purchase price of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) (the “**Purchase Price**”) in cash, subject to those prorations and apportionments set forth in Sections 3.5 and 3.8, and otherwise herein (the “**Adjustments**”). The Purchase Price shall be paid as provided in this Article III. In addition to the Purchase Price, at Closing, Buyer shall fund \$100,000.00 with Scroggins & Williamson, P.C. (the “**Operating Expenses Escrow Agent**”) which amount shall be held in escrow (the “**Operating Expenses Escrow**”). Funds in the Operating Expenses Escrow shall be released by the Escrow Agent to Sellers on the following dates unless the Vacancy Date (as defined below) has occurred:

Date	Amount
December 22, 2023	\$15,000
December 29, 2023	\$15,000
January 5, 2024	\$15,000
January 12, 2024	\$15,000

January 19, 2024	\$15,000
January 26, 2024	\$15,000
February 5, 2024	\$10,000

On the Vacancy Date, Buyer shall be entitled to all amounts remaining in the Operating Expenses Escrow, which amounts shall be transferred by the Operating Expenses Escrow Agent to Buyer promptly thereafter, and Sellers shall no longer be entitled to any amounts from the Operating Expenses Escrow. The Operating Expenses Escrow Agent, the Sellers and the Buyer shall enter into a separate escrow agreement agreeable to the parties.

3.2 Deposit. Buyer shall deliver an amount equal to Three Hundred Thousand Dollars (\$300,000.00) (together with all interest, if any, to accrue thereon, the “**Deposit**”) to an escrow agent mutually agreeable to Buyer and Sellers (the “**Title Insurer**”), to be held until the Closing in accordance with or as otherwise provided in this Agreement or the terms of an escrow agreement agreed to by the Parties, and approved by the Trustee. 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 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 a closing statement approved by Buyer and Sellers (and consented to by the Trustee) (the “**Closing Statement**”) 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 Due Diligence. Buyers covenant that they have had the opportunity to conduct due diligence with respect to the Project. Further due diligence shall not be a condition to Closing. In the event Buyers conduct additional due diligence it shall not result in a reduction of the Purchase Price.

3.5 Prorations and Apportionments. Sellers shall be responsible for (a) real property taxes and assessments, and (b) personal property taxes on the Purchased Assets attributable to the period prior to the Closing Date, and Buyer shall be responsible for all such amounts on and after the Closing Date. Such adjustments shall be reflected on the Closing Statement. Following the Closing Date, Sellers, subject to a post-closing occupancy license agreement in a form substantially similar to the form attached hereto and incorporated herein as Exhibit C (the “**Post-Occupancy License Agreement**”), shall continue to operate the Project rent-free until such time as it can be delivered to Buyer without any tenants (the “**Vacancy Date**”), at which point Buyer and Sellers shall agree to a date that physical possession of the Project can be delivered to Buyer (the “**Operations Transfer Date**”). 11:59 p.m. (Eastern Time) on the date immediately before Operations Transfer Date shall be termed the “**Proration Time**”. As a general principal, except as set forth above in this Section 3.5, 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; 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 Proration Time 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 Proration Date. The pro-rated items shall, without limitation, consist of:

- (a) 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,
- (b) any amounts held in escrow or under deposit (other than security deposits) by third parties to be transferred to or for the benefit of Buyer (other than the Operating Expenses Escrow);
- (c) any other item subject to proration or adjustment pursuant to the terms of this Agreement;
- (d) any pre-paid insurance premiums on insurance policies assigned to Buyer; and
- (e) any other items customarily apportioned for purchase and sale transactions of assisted living facilities or memory care facilities and not otherwise provided for under this Agreement.

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 statement approved and executed by Buyer and Sellers, and consented to by the Trustee (the “**Proration Statement**”).

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; and (3) those exceptions listed that could have been identified on a title commitment obtained by Buyer at the time of the Closing. Notwithstanding the foregoing to the contrary, Buyer, within one (1) business day hereafter, agrees to provide Sellers a list of title matters to be addressed in the Sale Order and Seller agrees to use best efforts to incorporate the same.

3.8 Transfer Taxes. All personal property taxes and all Transfer Taxes incurred in connection with the sale of the Purchased Assets shall be borne by Sellers 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.

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 to operate the Project. Failure of the Buyer to obtain such licenses 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 a date (the “**Closing Date**”) no later than December 29, 2023 (the “**Outside Closing Date**”); provided, however, the transaction may close at such other place and on such other date as the Buyer and Sellers, with the consent of the Trustee, shall mutually agree. The Parties further agree to use commercially reasonable efforts to close by no later than December 15, 2023, or as soon thereafter as possible.

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) Physical possession and control of the Real Estate and Other Purchased Assets;

(e) The Closing Statement, executed by Sellers; and

(f) Any other documents and instruments of transfer reasonably requested by the Title Insurer or contemplated by this Agreement necessary to consummate the transactions contemplated by this Agreement, including, for example, the Post-Occupancy License Agreement and Operating Expenses Escrow 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 (unless otherwise noted) 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) \$100,000 for the Operating Expenses Escrow to be delivered to the Operating Expenses Escrow Agent;

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

(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 or contemplated by this Agreement necessary to consummate the transactions contemplated by this Agreement, including, for example, the Post-Occupancy License Agreement and Operating Expenses Escrow Agreement.

ARTICLE V **INTENTIONALLY OMITTED**

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 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. In addition, the Buyer shall not be required to close until the Sale Order has been entered in form satisfactory to the Buyer.

7.5 Bankruptcy Court Order or Consent. Sellers shall provide Buyer with a copy of a written approval or order of the Bankruptcy Court authorizing the Sellers to enter into the Agreement and to consummate the transactions contemplated in the Agreement.

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 make 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. Subject to 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. No person, other than Senior Housing Services, LLC ("SHS") and SVN Hokayem Company, Inc. ("SVN") is entitled to any brokerage or finder's fee or commission in connection with the Transactions as a result of any action taken by or on behalf of Sellers or Purchaser. Payment of any and all fees, commissions or other charges which may be due to SHS or SVN shall be paid at Closing as follows: (i) a commission to SHS in the amount of 2.75% of the Purchase Price to SHS; and (ii) a commission in the amount of 2% percent of the Purchase Price to SVN. In no event shall Buyer be responsible for the payment any fee, commission or other charge due to SHS or SVN.

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 following the Operations Transfer Date other than as contemplated in this Agreement and/or the Post-Occupancy License Agreement.

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 the executive director of 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 is a company duly organized, 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 person other than SHS and SVN, who shall be paid as provided in Section 9.3 above, is entitled to any brokerage or rider’s 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. 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 Contingencies. The purchase by Buyer of the Real Estate and Other Purchased Assets is not conditioned upon obtaining financing.

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. As a condition of the transactions evidenced by this Agreement, notwithstanding the occurrence of the Closing Date, Sellers have agreed to relocate all residents at the Project and deliver the Project to Buyer on the Operations Transfer Date without any residents or tenants. Upon execution of this Agreement, the Sellers will no longer accept new residents at the Project. Upon entry of the Sale Order, Sellers will initiate the process of relocating all existing residents and closing this facility in accordance with applicable law. After the Closing, Sellers will occupy the Project pursuant to a Post-Occupancy License Agreement by and between Buyer and Sellers in form acceptable to the Trustee. Sellers, through its manager HMP Senior Solutions, will provide all required notices to residents and governing authorities and shall continue to manage the Project until the Operations Transfer Date. Following entry of the Sale Order, Sellers will inform residents of their intent to close the Project and file all required notices. Sellers will afford Buyer an opportunity to assist and/or provide reasonable requests in the relocation notices and process given the exposure of the Operating Expenses Escrow as connected to said process; provided, however, the Sellers shall maintain control over all decisions related to moving of the residents to ensure the health, safety and privacy of the residents.

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.

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 by the Outside 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(d), in which case the Title Insurer shall pay the Deposit to Sellers;

(c) Intentionally Omitted;

(d) Sellers, if there has been a material breach by Buyer of any representation, warranty, covenant or agreement set forth in this Agreement which is not cured by Buyer within ten (10) business days after 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; or

(e) Buyer or Sellers, if the Parties have failed to effectuate the Closing by the Outside Closing Date, in which case all amounts remaining in the Operating Expenses Escrow shall be returned to Buyer, and the Deposit shall be returned to Buyer, unless Sellers are entitled to terminate this Agreement pursuant to Section 12.1(d), in which case the Title Insurer shall pay the Deposit and amounts remaining in the Operating Expenses Escrow 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, or in connection with (i) obtaining approval of this transaction by the Bankruptcy Court, or (ii) 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 \$500,000 (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

with copy to:

Ashley R. Ray
Scroggins & Williamson, P.C.
4401 Northside Parkway
Suite 450
Atlanta, GA 30327
aray@swlawfirm.com

- (b) If to the Buyer, to:

Chris Recknor
R & R Property Holdings, LLC
2350 Limestone Parkway, N.E.
Gainesville, GA 30501

crecknor@carega.net

With a copy to:

Carla J. Walker, Esq.
Walker, Ball & Dimo, LLC
340 Jesse Jewell Parkway, Suite 650
Gainesville, GA 30501
carla@wbdlawfirm.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

With copy to:

Charles W. Azano
Greenberg Traurig, LLP
One International Place
Suite 2000
Boston, MA 02110
azano@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. No agreements subsequently made between the Parties, including any amendment to the Agreement or changes to any Exhibit, shall be binding unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby.

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 a court with appropriate jurisdiction in the State of Georgia, 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.

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 Special Stipulations.

(A) Neither party shall be liable for failure to perform hereunder if such failure is due to any cause or condition beyond its reasonable control (a “**Force Majeure Event**”), as further defined below, *provided*, that: (a) such party gives the other party notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable; (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by such Force Majeure Event; (c) such party uses commercially reasonable efforts to overcome or mitigate the effects of such Force Majeure Event; (d) when such party is able to resume performance of its obligations under this Agreement, such party provides the other party notice to that effect and

promptly resumes performance hereunder; and (e) the Force Majeure Event does not exceed sixty (60) days. As used herein a “Force Majeure Event” shall mean a delay by either party of any of its obligations hereunder that is caused by natural disaster, terrorist activity, war, labor dispute, governmental delay, disease (including, without limitation, delays arising out of the spread of COVID-19, such as, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant permit applications or signoffs or to perform inspections, or the unavailability of required meetings of governmental agencies necessary to act to grant any necessary approvals), unavailability of materials or labor, or similar matter beyond the control of such party, without such party’s fault or negligence, the failure of a supplier or vendor to furnish labor, services, materials or equipment in accordance with its contractual obligations, or any changes in applicable law.

(B) *Buyer hereby acknowledges that under Georgia law (i.e. the Georgia COVID-19 Pandemic Business Safety Act), there is no liability for an injury or death of an individual entering the Property if such injury or death results from the inherent risks of contracting COVID-19. Buyer hereby acknowledges that it, for itself, its agents, representatives, and contractors, is/are assuming said risk(s) by entering the Property.*

(C) Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto, whether prior or after Closing. The parties hereto acknowledge that it is to their mutual benefit to effectuate an orderly and efficient transfer of the ownership as contemplated hereby. Accordingly, without any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention, without further consideration, to cooperate with each other as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Paragraph shall survive Closing of this Agreement and delivery of the Deed.

(D) At all times, either party shall have the right to waive, in whole or in part, any condition or contingency herein which is for that party’s benefit.

(E) In the event of any inconsistency between the terms and conditions of this Agreement and the foregoing special stipulations, the terms and conditions of the foregoing special stipulations shall control.

[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:

R & R Property Holdings, LLC,
a Georgia limited liability company

By: Chris Recknor
Name: Chris Recknor
Title: MD

SELLERS:

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

ACKNOWLEDGED BY THE TRUSTEE:

UMB Bank, N.A., as Trustee

By: Mark Heer
Name: Mark Heer
Title: Senior Vice President

Exhibit A

Quit Claim Deed(s)

**Exhibit B
Bill of Sale and Assignment**

BILL OF SALE

FOR VALUE RECEIVED, RHCSG Gainesville AL Holdings LLC and RHCSG Gainesville Health Holdings LLC, each a Georgia corporation, Debtors and Debtors in Possession (collectively, the “Assignor”) do hereby sell, assign, transfer, and convey unto R & R Property Holdings, LLC, a Georgia limited liability company (the “Assignee”), free and clear of all security interests, liens, or other encumbrances, all of their right, title and interest in and to the personal property related to the Project, as such term is defined in that certain Asset Purchase Agreement between Assignor and Assignee dated [___], 2023 (collectively, the “Purchased Assets”).

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

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

“ASSIGNOR”

RHCSG GAINESVILLE AL HOLDINGS, LLC
RHCSG GAINESVILLE HEALTH HOLDINGS LLC

By:
Title:

Sworn to and subscribed before me this
the ___ day of _____, 2023.

Notary Public

Acceptance

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

R & R PROPERTY HOLDINGS, LLC

By:

Sworn to and subscribed before me this
the ___ day of _____, 2023.

Notary Public

Exhibit C
Post-Occupancy License Agreement

POST-CLOSING OCCUPANCY LICENSE AGREEMENT

THIS LICENSE FOR TEMPORARY OCCUPANCY (the “License” or “Agreement”) made this 15th day of December, 2023 (the “Effective Date”), is between R & R Property Holdings, LLC (“**Owner**”) and RHCSC Gainesville AL Holdings LLC and RHCSC Gainesville Health Holdings LLC (together, the “**Licensee**” or “**Occupant**” and collectively with the Owner, the “**Parties**”). UMB Bank, N.A., serves as successor trustee (the “**Trustee**”) consents to and acknowledges this Agreement.

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated December 6, 2023 (the “Contract”), Licensee has sold and conveyed to Owner certain real property located at 2030 Windward Lane, Gainesville, Georgia 30506, together with adjacent parcels related to the thereto and all of which are more particularly described on **Exhibit “A”** attached hereto and by reference made a part hereof (the “Property” or “Premises”).

B. Owner desires to grant to Licensee, under the terms and conditions set forth herein, a temporary license to remain in occupancy of the Property for a limited period following such sale and conveyance in order for Licensee to cease its operation of the facility located thereon, relocate the Licensees of the operation, and remove its personal property.

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Licensee agree as follows:

1. GRANT OF LICENSE: Owner hereby grants to Licensee a limited license to remain in occupancy of the Property for a period (the “Occupancy Period”) commencing on the date hereof and continuing until 6:00 p.m., Eastern Daylight Time, for up to five (5) days following the relocation of Licensee’s last Licensee, or sixty-five (65) days from the date hereof, whichever is earlier (the “Expiration Date” or the “Term”). The limited license provided hereby grants Licensee the right to occupy the Property only through the Expiration Date, and neither grants nor creates any other rights, estate or interest in or to the Property.

2. RENT: No rent shall be charged during the Occupancy Period.

3. ACCEPTANCE OF PROPERTY: Licensee has inspected said premises before the execution of this License and accepts said premises in its present AS-IS, WHERE-IS condition with all faults and defects, if any, and without any representation or warranty whatsoever with respect to the condition of the Property or its fitness for any particular purpose.

4. UTILITIES: Licensee agrees to pay promptly all utility charges servicing the Premises during the term of this License, including, but not limited to, gas, electricity, telephone services, water and cable.

5. USE: The Premises is to be used for Licensee’s purposes only and in compliance with all state, county and municipal laws and ordinances.

6. ASSIGNMENT: Licensee shall not assign this License or any interest hereunder, nor shall Licensee permit or allow the use of the Property or any part thereof by any other party other than Licensee.

7. INSURANCE: Licensee shall be responsible for carrying and shall maintain in force at all times during the time Licensee is occupying the Property, public liability insurance, naming Owner and Licensee as loss payees where applicable, in such amounts and otherwise in form and substance subject to Owner's reasonable approval. Owner shall not be liable for damage to Licensee's property of any type for any reason or cause whatsoever. Licensee is further advised to carry, at its sole expense, insurance against all risks of physical loss, insuring Licensee's furnishings and all other items of personal property of Licensee located on or within the Premises.

8. REPAIRS AND MAINTENANCE: Licensee agrees to keep the Premises in a good state of repair. Licensee is legally responsible for maintaining the building in a habitable condition and will be liable for any damage caused by neglect. Owner has no obligation whatsoever to make repairs to the Premises. Should any damage to the premises, including, but not limited to broken windows, fixtures, plumbing and heating systems or appliances, beyond normal wear and tear, be caused by Licensee, Licensee's residents, or Licensee's operation, Licensee agrees to immediately reimburse Owner for the costs of such repairs. Owner shall not be responsible or liable for damages or injuries to Licensee or Licensee's residents as a consequence of the condition of the Premises.

9. TERMINATION AND EXPIRATION OF LICENSE: If the improvements on the Property are destroyed or damaged during the period Licensee is occupying the Property and thereby rendered uninhabitable, Licensee shall not repair or restore such improvements and this License shall thereupon immediately expire and terminate, except for those provisions hereof which by their terms survive such expiration or termination. In all events, this License shall automatically expire and terminate on the Expiration Date, except for those provisions hereof which by their terms survive such expiration or termination. Upon any expiration or termination of this License, Licensee shall at once surrender exclusive possession of the Property to Owner and remove all of Licensee's personal property therefrom, failing which Owner may forthwith re-enter and take possession of the Property and remove all persons and effects therefrom. Licensee agrees to deliver written notice to Owner and all keys to improvements on the Property when Licensee vacates the Property, whether upon the Expiration Date or prior to such date if Licensee elects to earlier vacate the Property. If Licensee so vacates the Property prior to the Expiration Date, this License shall thereupon automatically expire and terminate, except for those provisions hereof which by their terms survive such expiration or termination.

10. HOLD OVER. In no event shall there be any renewal or extension of this Agreement by operation of law or the passage of time. If Licensee remains in possession of the Premises after the expiration of the Term hereof, with Owner's acquiescence and without any express agreement of parties, Licensee shall be a Licensee-at-will at the rental rate of Fifteen Thousand and 00/100 (\$15,000.00) per month. In the event the Lease has been terminated and Licensee has not vacated the Property, or Licensee remains in possession of the Premises after the expiration of the Term hereof without Owner's acquiescence, Licensee shall be a Licensee-at-sufferance and shall pay a holdover fee, which shall not be regarded as rent, in the amount of \$1,000.00 per day until the Property has been vacated and Licensee shall be responsible to pay Owner for all damages, consequential as well as direct, suffered by Owner as a result of Licensee's holding over, as well as any other amounts due and owing hereunder.

11. INDEMNIFICATION: Licensee hereby agrees to indemnify, defend and hold Owner harmless from and against any and all liability, loss, claim, damage or expense caused by, related to, or in any way connected with this License or the occupancy of the Property by Licensee during the period Licensee is occupying the Property, except for any loss, claim, damage or expense caused by the negligence or willful misconduct of Owner or his agents or contractors, if applicable. The provisions of this Section shall survive the expiration or termination of this License.

12. FAILURE OF OWNER TO ACT: Failure of Owner to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of any violation.

13. REMEDIES CUMULATIVE: All rights given to Owner by this agreement shall be cumulative in addition to any laws which exists or might come into being. No statement or promise by Owner, its agents or employees, as to tenancy, repairs, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement. All remedies under this agreement or by law or equity shall be cumulative.

14. NOTICES: All notices, requests, demands, and other communications required or permitted hereunder (“Notice”) shall be in writing, shall refer to this Agreement and shall be sent (i) personally delivery, (ii) by overnight delivery which may be tracked, or (iii) by certified mail, return receipt requested, postage pre-paid, to the parties at the addresses set forth in Section 13.4 of the Contract or at such other addresses as shall be given in writing by either party to the other in compliance with this paragraph.

15. TIME: Time is of the essence in this Agreement.

16. DEFAULT BY LICENSEE: Should Licensee fail to abide by and perform any obligation pursuant to the terms of this Agreement, Owner, at its option, may at once seek emergency relief in the US Bankruptcy Court for the Northern District of GA, Rome Division with or without notice to Licensee. Attorney fees (consisting of 15% of the indebtedness owed if collected by or through an attorney-at-law) of Owner after default shall be paid by Licensee.

17. ENTRY AND INSPECTION: Licensee shall permit Owner to enter the Property at reasonable time(s) and upon reasonable notice for the purpose of inspection the residence, for making emergency or necessary repairs or for taking possession if Licensee has surrendered or abandoned the premises.

18. JURISDICTION, VENUE AND GOVERNING LAW: This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the US Bankruptcy Court for the Northern District of GA, Rome Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney’s fees incurred in connection with such dispute.

19. SEVERABILITY. If any term of this License is declared to be illegal or unenforceable, the unaffected terms shall remain in full force and effect.

20. SURVIVAL. All of the provisions of this Agreement which are intended by their terms to survive this Agreement shall survive termination of this Agreement whether or not such provisions explicitly reference survival.

21. ENTIRE AGREEMENT: The terms and conditions of this agreement are the entire agreement and understanding of the parties. Licensee acknowledges that she has read this agreement and understands its provisions and agrees to occupy the residence under the terms of this agreement. No change in the terms of this agreement may be made unless it is in writing and signed by both the Owner and the Licensee. The provisions of this Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed under seal on the day, month, and year set forth above. Additionally, the undersigned Licensee acknowledges that Licensee has read this Agreement, understands all of the terms and conditions in the Agreement, and is in full agreement with each and every provision.

BUYER:

R & R Property Holdings, LLC,
a Georgia limited liability company

By: _____
Name: Chris Recknor
Title: Manager

SELLERS:

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY THE TRUSTEE:

UMB Bank, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Tract 1 (Parcel#09124000201)

All that tract or parcel of land lying and being in Land Lot 124 of the 9th District, City of Gainesville Hall County, Georgia and being more particularly described as follows:

Beginning at an iron pin found at the intersection of the East right of way of Limestone Parkway (variable public right of way) and the South right of way of Windward Lane (60' public right of way) thence South along the right of way of Limestone Parkway a distance of 545.26' to an iron pin found, thence leaving the said right of way and continuing North 68° 55' 36" East a distance of 217.92' to an iron pin set, said point being the true point of beginning, thence North 68° 55' 38" East a distance of 57.07' to an iron pin set, thence with a curve turning to the left with an arc length of 189.40, with a radius of 197.57 with a chord bearing of North 35° 16' 05" East, with a chord length of 182.23' to an iron pin set thence North 10° 03' 13" West a distance of 124.91' to an iron pin set at the said right of way of Windward Lane, thence along the said right of way North 79° 56' 47" East a distance of 60.00' to an iron pin set thence leaving the said right of way and continuing South 10° 20' 59" East a distance of 125.56' to an iron pin set, thence with a curve turning to the right with an arc length of 91.51', with a radius of 181.87' with a chord bearing of South 08° 50' 28" West with a chord length of 90.55' to an iron pin set, thence South 01° 31' 26" East a distance of 110.35' to an iron pin set; thence South 05° 40' 00" West a distance of 47.94' to an iron pin set, thence South 83° 15' 30" East a distance of 296.68' to an iron pin found thence South 12° 10' 58" East a distance of 313.12' to a concrete monument, thence South 44° 44' 34" West a distance of 179.40' to a concrete monument; thence North 58° 08' 56" West a distance of 262.61 to an iron pin set, thence North 54° 05' 33" West a distance of 39.34' to an iron pin set; thence North 25° 54' 15" West a distance of 382.67' to an iron pin set, thence North 25° 54' 15" West a distance of 34.11' to an iron pin set which is the point of beginning, said tract or parcel of land contains 4.426 acres and is depicted on a plat of survey prepared by LandPro Surveying and Mapping, Inc., sealed and certified by James H. Rader, Georgia Registered Land Surveyor No 3033, dated February 25, 2015.

Together with all easements as contained in, and subject to the terms and conditions of, that certain Reciprocal Easement Agreement by and between Jeffsquard, LLC and Limestone Assisted Living, LLC, dated August 31, 2010 and recorded at Deed Book 6737, Pages 569-565, Hall County, Georgia Records.

Together with the right to go over, across and under the Bow Mil Site to tie into the sewer line at the manhole located thereon as contained in and subject to the terms and conditions of that certain Reciprocal Easement and Operating Agreement, by and between Limestone Developers, LLC, Bow-Mil Properties, LLC and William A. C. Greene, dated January 9, 2004 and recorded at Deed Book 4859, Page 145, Hall County, Georgia Records.

Tract 2 (Parcel #09124000084)

All that tract or parcel of land lying and being in Land Lot 124, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a ALTA/NSPS Land Title survey prepared by Patton Land Surveying, LLC, for RHCSC Gainesville Health Holdings, LLC and Stewart Title Guaranty Company, dated November 20, 2019 and being more particularly described as follows:

Commencing at a ½” rebar pin found at the intersection of the Southerly right-of-way line of Windward Lane (60’ wide right-of-way) with the Easterly right-of-way line of Limestone Parkway (varying width r/w), located at Georgia State Plane Coordinate Northing 1573431.38, Easting 2406138.51, Georgia West Zone, North American Datum of 1983/2007 adjustment. Thence leaving said Windward Lane and following said Limestone Parkway the following courses: Thence along a curve to the right having a radius of 5804.59 feet and an arc length of 171.20 feet, being subtended by a chord of South 19 degrees 21 minutes 53 seconds East for a distance of 171.19 feet to a point; Thence South 18 degrees 30 minutes 51 seconds East for a distance of 219.46 feet to a point; Thence along a curve to the left having a radius of 2789.80 feet and an arc length of 154.79 feet, being subtended by a chord of South 20 degrees 07 minutes 26 seconds East for a distance of 154.77 feet to a ½” rebar pin found and said point being the POINT OF BEGINNING. Thence leaving said Limestone Parkway the following courses: Thence North 68 degrees 54 minutes 20 seconds East for a distance of 217.97 feet to a ½” rebar pin found; Thence South 25 degrees 55 minutes 08 seconds East for a distance of 34.20 feet to a ½” rebar pin & cap found stamped “LS 3033”; Thence South 68 degrees 56 minutes 06 seconds West for a distance of 139.25 feet to a ½” rebar pin set; Thence South 57 degrees 19 minutes 33 seconds West for a distance of 73.91 feet to a ½” rebar pin found; Thence South 12 degrees 02 minutes 57 seconds West for a distance of 14.39 feet to a ½” rebar pin found on the Easterly right-of-way line of said Limestone Parkway; Thence following said Limestone Parkway the following courses: Thence along a curve to the right having a radius of 2789.80 feet and an arc length of 60.90 feet, being subtended by a chord of North 22 degrees 20 minutes 19 seconds West for a distance of 60.90 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.19 acres more or less.

Tract 3 (Parcel#09124000200)

All that tract or parcel of land lying and being in Land Lot 124, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a ALTA/NSPS Land Title survey prepared by Patton Land Surveying, LLC, for RHCSC Gainesville Health Holdings, LLC and Stewart Title Guaranty Company, dated November 20, 2019 and being more particularly described as follows:

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Thence along a curve to the right having a radius of 5804.59 feet and an arc length of 171.20 feet, being subtended by a chord of South 19 degrees 21 minutes 53 seconds East for a distance of 171.19 feet to a point; Thence South 18 degrees 30 minutes 51 seconds East for a distance of 219.46 feet to a point; Thence along a curve to the left having a radius of 2789.80 feet and an arc length of 154.79 feet, being subtended by a chord of South 20 degrees 07 minutes 26 seconds East for a distance of 154.77 feet to a ½" rebar pin found. Thence leaving said Limestone Parkway the following courses: Thence North 68 degrees 54 minutes 20 seconds East for a distance of 217.97 feet to a ½" rebar pin found; Thence continue North 68 degrees 54 minutes 20 seconds East for a distance of 57.09 feet to a ½" rebar pin & cap found stamped "LS 3033" and said point being the POINT OF BEGINNING. Thence North 21 degrees 10 minutes 20 seconds West for a distance of 101.06 feet to a ½" rebar pin found; Thence North 68 degrees 54 minutes 07 seconds East for a distance of 151.73 feet to a ½" rebar pin found; Thence along a curve to the right having a radius of 197.57 feet and an arc length of 189.36 feet, being subtended by a chord of South 35 degrees 12 minutes 49 seconds West for a distance of 182.20 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.24 acres more or less.

Tract 4 (Parcel #09124000190)

All that tract or parcel of land lying and being in Land Lot 124, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a ALTA/NSPS Land Title survey prepared by Patton Land Surveying, LLC, for RHCSG Gainesville Health Holdings, LLC and Stewart Title Guaranty Company, dated November 20, 2019 and being more particularly described as follows:

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pin set and said point being the POINT OF BEGINNING. Thence South 10 degrees 05 minutes 27 seconds East for a distance of 62.98 feet to a ½" rebar pin & cap found stomped "LS 3033"; Thence North 67 degrees 40 minutes 59 seconds East for a distance of 218.89 feet to a ¾" square open top pin found; Thence South 12 degrees 20 minutes 58 seconds East for a distance of 303.52 feet to a ¾" square open top pin found; Thence North 83 degrees 16 minutes 07 seconds West for a distance of 296.69 feet to a PK nail found; Thence North 05 degrees 37 minutes 13 seconds East for a distance of 47.95 feet to a PK nail found; Thence North 01 degrees 29 minutes 59 seconds West for a distance of 110.31 feet to a ½" rebar pin & cap found stamped "LS 2785"; Thence along a curve to the left having a radius of 181.87 feet and an arc length of 84.63 feet, being subtended by a chord of North 09 degrees 52 minutes 50 seconds East for a distance of 83.86 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 1.42 acres more or less.

Schedule 1.1(a)

Real Estate

Real Estate Legal Description

Tract 1 (i.e., Parcel#09124 000201)

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Together with the right to go over, across and under the Bow Mil Site to tie into the sewer line at the manhole located thereon as contained in and subject to the terms and conditions of that certain Reciprocal Easement and Operating Agreement, by and between Limestone Developers, LLC, Bow-Mil Properties, LLC and William A. C. Greene, dated January 9, 2004 and recorded at Deed Book 4859, Page 145, Hall County, Georgia Records.

TOGETHER WITH:

Tract 2 (i.e., Parcel #09124 000084)

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TOGETHER WITH:

Tract 3 (i.e., Parcel#09124 000200)

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TOGETHER WITH:

Tract 4 (i.e., Parcel #09124000190)

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Parkway the following courses: Thence along a curve to the right having a radius of 5804.59 feet and an arc length of 171.20 feet, being subtended by a chord of South 19 degrees 21 minutes 53 seconds East for a distance of 171.19 feet to a point; Thence South 18 degrees 30 minutes 51 seconds East for a distance of 219.46 feet to a point; Thence along a curve to the left having a radius of 2789.80 feet and an arc length of 154.79 feet, being subtended by a chord of South 20 degrees 07 minutes 26 seconds East for a distance of 154.77 feet to a 1/2" rebar pin found; Thence leaving said Limestone Parkway the following courses: Thence North 68 degrees 54 minutes 20 seconds East for a distance of 217.97 feet to 1/2" rebar pin found; Thence continue North 68 degrees 54 minutes 20 seconds East for a distance of 57.09 feet to a 1/2" rebar pin & cap found stamped "LS 3033"; Thence North 21 degrees 10 minutes 20 seconds West for a distance of 101.06 feet to a 1/2" rebar pin found; Thence North 68 degrees 54 minutes 07 seconds East for a distance of 151.73 feet to a 1/2" rebar pin found; Thence North 10 degrees 05 minutes 27 seconds West for a distance of 124.88 feet to a point on the Southerly right-of-way line of Windward Lane N.E.(60' wide right-of-way); Thence following said Windward Lane N.E. the following course: Thence North 79 degrees 54 minutes 23 seconds East for a distance of 60.00 feet to a point; Thence leaving Windward Lane N.E. the following course: Thence South 10 degrees 05 minutes 27 seconds East for a distance of 132.30 feet to a 1/2" pin set and said point being the POINT OF BEGINNING. Thence South 10 degrees 05 minutes 27 seconds East for a distance of 62.98 feet to a 1/2" rebar pin & cap found stamped "LS 3033"; Thence North 67 degrees 40 minutes 59 seconds East for a distance of 218.89 feet to a 3/4" square open top pin found; Thence South 12 degrees 20 minutes 58 seconds East for a distance of 303.52 feet to a 3/4" square open top pin found; Thence North 83 degrees 16 minutes 07 seconds West for a distance of 296.69 feet to a PK nail found; Thence North 05 degrees 37 minutes 13 seconds East for a distance of 47.95 feet to a PK nail found; Thence North 01 degrees 29 minutes 59 seconds West for a distance of 110.31 feet to a 1/2" rebar pin & cap found stamped "LS 2785"; Thence along a curve to the left having a radius of 181.87 feet and an arc length of 84.63 feet, being subtended by a chord of North 09 degrees 52 minutes 50 seconds East for a distance of 83.86 feet to a point and said point being the POINT OF BEGINNING. Said property contains 1.42 acres more or less.

Schedule 1.2

Excluded Assets

None

Schedule 2.1

Assumed Liabilities

None

Schedule 2.1