

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

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

**MOTION FOR ENTRY OF CONSENT ORDER APPROVING STIPULATION
RESOLVING CLAIM NO. 88 FILED BY ALABAMA DEPARTMENT OF REVENUE**

COME NOW the above-captioned debtors and debtors and debtors-in-possession (collectively, the “**Debtors**”)¹ in the above-styled jointly administered case (the “**Case**”), by and through their undersigned counsel, and hereby submit this motion (the “**Motion**”) seeking entry of an order, substantially in the form of Exhibit A attached hereto (the “**Proposed Order**”), approving the stipulation by and among Regional Housing & Community Services Corp., (“**RHCSC**”), RHCSC Montgomery I AL Holdings, LLC d/b/a The Gardens of Waterford (“**Montgomery OpCo**”) and RHCSC Montgomery I Health Holdings, LLC (“**Montgomery PropCo**”) on the one hand, and State of Alabama, Department of Revenue (the “**Department**”) together with RHCSC, Montgomery OpCo and Montgomery PropCo, the “**Parties**”) on the other hand. In support of this Motion, the Debtors respectfully submit as follows:

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.



JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 1334 and 157. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicate for the relief sought herein is section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”).

BACKGROUND

3. On August 26, 2021 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Northern District of Georgia, Rome Division (the “**Court**”).

4. On or about October 7, 2021, the Debtors each filed their Statement of Financial Affairs and accompanying Schedules (the “**Schedules**”).

5. On April 15, 2022, the Court entered its *Order Granting Motion (A) To Establish a Bar Date for Filing Proofs of Claim and Requests for Payment of Administrative Expense Claims Under 11 U.S.C. § 503(b)(9); (B) For Approval of Bar Date Notice and Proof of Claim Form; and (C) For Approval of Other Procedures* [Dkt. No. 129] (the “**Bar Date Order**”). The Bar Date Order established May 31, 2022 as the last date for creditors to file claims against the Debtors arising before August 26, 2021 (the “**Bar Date**”).

6. On May 31, 2022, the Department filed a proof of claim (numbered Claim No. 88 in the records of RHCSC’s authorized claims and notice agent) seeking allowance of a secured claim against RHCSC in the amount of \$309,312.67 (the “**Claim No. 88**”). A true and correct copy of Claim No. 88 is attached as Exhibit A to the Stipulation (defined below).

RELIEF REQUESTED

7. Claim No. 88 states the basis of the claim as “Pass Through Entity Tax (6/30/20)” incurred in the name of Waterford Place ALF LLC and identifies a statutory tax lien on any and all property and property interests of RHCSC as the basis for perfection.

8. Claim No. 88 and the Statement of Liabilities attached to Claim No. 88 identifies the party owing pass-through entity tax as Regional Housing & Community Services Corporation, for debts incurred in the name of Waterford Place ALF LLC with an EIN of XX-XXX7842.

9. Claim No. 88 asserts that the purported obligation is secured by a statutory tax lien on “any and all property and property interests of the Debtor(s).” The Certificate of Lien for Taxes identifies Waterford Place ALF LLC with an EIN of XX-XXX7842 as the taxpayer and identifies its real property address as 3920 Antoinette Drive, Montgomery, AL 36111.

10. Waterford Place ALF LLC is not a debtor in this bankruptcy case nor is any entity with an EIN of XX-XXX7842. Additionally, RHCSC is not a parent or affiliate of Waterford Place ALF LLC.

11. Montgomery OpCo and Montgomery PropCo purchased the real estate and personal property used to operate The Gardens of Waterford which is located at 3920 Antoinette Drive, Montgomery, AL from a receiver for Waterford Place ALF LLC in 2018. Said purchase predates the applicable tax period identified in Claim No. 88 as FY(s) ending 6/30/2020.

12. The Debtors contend that (i) Claim No. 88 was filed against the wrong entity and should be disallowed, and (ii) pursuant to 11 U.S.C. § 506(d), any lien asserted against assets owned by one or more of the Debtor entities in this Case to secure the alleged liabilities set forth in Claim No. 88 are void.

13. Following discussions among the Parties, the Parties have agreed to a stipulation pursuant to which the Department withdraws Claim No. 88 and all liens, if any, asserted by the Department against assets owned by one or more of the Debtor entities in this Case to secure the alleged liabilities set forth in Claim No. 88 are void (the “**Stipulation**”). A copy of the Stipulation is attached to the Proposed Order as Exhibit 1.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form of the Proposed Order attached as Exhibit A, granting this Motion and approving the Stipulation.

This 29th day of April, 2024.

SCROGGINS & WILLIAMSON, P.C.

By: /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

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aray@swlawfirm.com
mlevin@swlawfirm.com

Counsel for the Debtors

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

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

**CONSENT ORDER GRANTING MOTION FOR ENTRY OF
CONSENT ORDER APPROVING STIPULATION RESOLVING CLAIM NO. 88
FILED BY ALABAMA DEPARTMENT OF REVENUE**

THIS CAUSE is before the Court on the Motion¹ filed by the above-referenced debtors (the “**Debtors**”) in the above-captioned chapter 11 case. The Court, having considered the Motion and being duly advised in the premises, finds that good and sufficient cause exists to grant the requested relief.

Accordingly, it is hereby ORDERED as follows:

1. The Motion is GRANTED.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Stipulation attached hereto as **Exhibit 1** is approved.
3. This Court shall retain jurisdiction with respect to all matters arising from or related

to the implementation of this Order.

[END OF DOCUMENT]

Prepared and presented by:

SCROGGINS & WILLIAMSON, P.C.

By: /s/ Ashley R. Ray

J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
Georgia Bar No. 601559
MATTHEW W. LEVIN
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E: rwilliamson@swlawfirm.com
aray@swlawfirm.com
mlevin@swlawfirm.com

Counsel for the Debtors

Consented to by:

STATE OF ALABAMA, DEPARTMENT
OF REVENUE

By: /s/ Sarah B. Harwell (with express
permission by ARR)

SARAH B. HARWELL
Alabama Bar No. 6701H68B

50 North Ripley Street, Suite 3114
Montgomery, AL 36130
T: (334)353-8737
E: sarah.harwell@revenue.alabama.gov

*Assistant Counsel for Alabama Department
of Revenue*

EXHIBIT 1

Stipulation

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

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

**STIPULATION RESOLVING
CLAIM NO. 88 FILED BY ALABAMA DEPARTMENT OF REVENUE**

This Stipulation (the “**Stipulation**”) is entered into as of April 29, 2024, by and among Regional Housing & Community Services Corp., (“**RHCSC**”), RHCSC Montgomery I AL Holdings, LLC d/b/a The Gardens of Waterford (“**Montgomery OpCo**”) and RHCSC Montgomery I Health Holdings, LLC (“**Montgomery PropCo**”) on the one hand, and State of Alabama, Department of Revenue (the “**Department**” together with RHCSC, Montgomery OpCo and Montgomery PropCo, the “**Parties**”) on the other hand.

RECITALS

WHEREAS on August 26, 2021 (the “**Petition Date**”), the above-captioned debtors and debtors and debtors-in-possession (collectively, the “**Debtors**”) ¹ each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Northern District of Georgia, Rome Division (the “**Court**”).

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.

WHEREAS on or about October 7, 2021, the Debtors each filed their Statement of Financial Affairs and accompanying Schedules (the “**Schedules**”).

WHEREAS on April 15, 2022, the Court entered its *Order Granting Motion (A) To Establish a Bar Date for Filing Proofs of Claim and Requests for Payment of Administrative Expense Claims Under 11 U.S.C. § 503(b)(9); (B) For Approval of Bar Date Notice and Proof of Claim Form; and (C) For Approval of Other Procedures* [Dkt. No. 129] (the “**Bar Date Order**”). The Bar Date Order established May 31, 2022 as the last date for creditors to file claims against the Debtors arising before August 26, 2021 (the “**Bar Date**”).

WHEREAS on May 31, 2022, the Department filed a proof of claim (numbered Claim No. 88 in the records of RHCSC’s authorized claims and notice agent) seeking allowance of a secured claim against RHCSC in the amount of \$309,312.67 (the “**Claim No. 88**”). A true and correct copy of Claim No. 88 is attached hereto as Exhibit A.

WHEREAS, Claim No. 88 states the basis of the claim as “Pass Through Entity Tax (6/30/20)” incurred in the name of Waterford Place ALF LLC and identifies a statutory tax lien on any and all property and property interests of RHCSC as the basis for perfection.

WHEREAS, Claim No. 88 and the Statement of Liabilities attached to Claim No. 88 identifies the party owing pass-through entity tax as Regional Housing & Community Services Corporation, for debts incurred in the name of Waterford Place ALF LLC with an EIN of XX-XXX7842.

WHEREAS, Claim No. 88 asserts that the purported obligation is secured by a statutory tax lien on “any and all property and property interests of the Debtor(s).” The Certificate of Lien for Taxes identifies Waterford Place ALF LLC with an EIN of XX-XXX7842 as the taxpayer and identifies its real property address as 3920 Antoinette Drive, Montgomery, AL 36111.

WHEREAS, Waterford Place ALF LLC is not a debtor in this bankruptcy case nor is any entity with an EIN of XX-XXX7842. Additionally, RHCSC is not a parent or affiliate of Waterford Place ALF LLC.

WHEREAS, Montgomery OpCo and Montgomery PropCo purchased the real estate and personal property used to operate The Gardens of Waterford which is located at 3920 Antoinette Drive, Montgomery, AL from a receiver for Waterford Place ALF LLC in 2018. Said purchase predates the applicable tax period identified in Claim No. 88 as FY(s) ending 6/30/2020.

WHEREAS, a copy of the Receiver's Deed and Bill of Sale are attached hereto as Exhibit B.

WHEREAS, the Debtors contend that (i) Claim No. 88 was filed against the wrong entity and should be disallowed, and (ii) pursuant to 11 U.S.C. § 506(d), any lien asserted against assets owned by one or more of the Debtor entities in this Case to secure the alleged liabilities set forth in Claim No. 88 are void.

WHEREAS, the Parties have conferred and wish to resolve Claim No. 88 as set forth below.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Parties as follows:

1. Each of the "Whereas" recital clauses above is incorporated by reference herein.
2. Claim No. 88 is hereby WITHDRAWN.
3. All liens, if any, asserted by the Department against assets owned by one or more of the Debtor entities in this Case, including but not limited to, the real and personal property located at 3920 Antoinette Drive, Montgomery, AL, to secure the alleged liabilities set forth in Claim No. 88 are void.

4. Notwithstanding anything to the contrary contained herein, this Stipulation does not alter, amend or void the Department's liens against property owned by Waterford Place ALF LLC (EIN of XX-XXX7842) nor does this Stipulation alter, amend or void the Department's rights to pursue claims or collection of claims against Waterford Place ALF LLC (EIN of XX-XXX7842).

5. This Stipulation contains the entire agreement between the Parties as to its subject matter and supersedes any and all prior agreements and undertakings between the Parties relating thereto.

6. This Stipulation may not be modified other than by a signed writing executed by the Parties.

7. Each person who executes this Stipulation represents that he or she is duly authorized to do so on behalf of the respective Party and that each Party has full knowledge and has consented to this Stipulation.

8. This Stipulation may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument, and it constitutes sufficient proof of this Stipulation to present any copy, copies, or faxes signed by the Parties to be charged.

9. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

So stipulated this 29th day of April, 2024.

SCROGGINS & WILLIAMSON, P.C.

STATE OF ALABAMA, DEPARTMENT
OF REVENUE

By: /s/ Ashley R. Ray

J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
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aray@swlawfirm.com
mlevin@swlawfirm.com

Counsel for the Debtors

By: /s/ Sarah B. Harwell (with express
permission by ARR)

SARAH B. HARWELL
Alabama Bar No. 6701H68B

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Montgomery, AL 36130
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*Assistant Counsel for Alabama Department of
Revenue*

Exhibit A

Claim No. 88

Fill in this information to identify the case:

Debtor 1 Regional Housing & Community Services Corporation, for
 Debtor 2 debts incurred in the name of Waterford Place ALF LLC
 (Spouse, if filing)
 United States Bankruptcy Court for the: Northern District of Georgia
 Case number 21-41034-pwb

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? State of Alabama, Department of Revenue
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Legal Division</u> Name _____ <u>P.O. Box 320001</u> Number Street _____ <u>Montgomery AL 36132</u> City State ZIP Code _____ Contact phone <u>(334) 242-9690</u> Contact email <u>Sarah.Harwell@revenue.alabama.gov</u>	_____ Name _____ _____ Number Street _____ _____ City State ZIP Code _____ Contact phone _____ Contact email _____

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MAY 31 2022

KURTZMAN CARSON CONSULTANTS

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



214103422053100000000002

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9 2 5 9

7. How much is the claim? \$ 309,312.67. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Pass Through Entity Tax - (6/30/20)

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Any and All Property & Property Interests of the Debtor(s)

Basis for perfection: Statutory Tax Lien
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 309,312.67

Amount of the claim that is secured: \$ 309,312.67

Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) 4.00 %

Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

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MAY 31 2022

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/27/2022
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Sarah Bell Harwell
First name Middle name Last name

Title Assistant Counsel

Company Alabama Department of Revenue
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. Box 320001
Number Street

Montgomery AL 36132
City State ZIP Code

Contact phone (334) 242-9690 Email Sarah.Harwell@revenue.alabama.gov

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MAY 31 2022

KURTZMAN CARSON CONSULTANTS



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

May 27, 2022

STATEMENT OF LIABILITIES

Regional Housing & Community Services Corporation, for debts
incurred in the name of Waterford Place ALF LLC
Pass Through Entity Tax
PTE – R009645024

Period	Tax Balance	Penalty Balance	Interest Balance	Total
2020-06-30	\$284,134.00	\$17,048.04	\$8,130.63	\$309,312.67
Total	\$284,134.00	\$17,048.04	\$8,130.63	\$309,312.67



State of Alabama Department of Revenue

Letter Id: L121577481

(www.revenue.alabama.gov)

50 North Ripley Street
Montgomery, Alabama 36132

June 1, 2021

CERTIFICATE OF LIEN FOR TAXES

STATE OF ALABAMA

vs.

WATERFORD PLACE ALF LLC
3920 ANTOINETTE DR
MONTGOMERY, AL 36111-2722

SSN/EIN: XX-XXX7842

Filed with: Secretary of State

Type of Tax: Pass Through Entity

Tax Period(s): FY(s) ending 6/30/2020

Account Number: PTE-R009645024

Lien Number: 978286080

Amount of Lien: \$307,033.02

As provided by §40-1-2 and §40-29-20, et seq., Code of Alabama 1975, the Alabama Department of Revenue certifies that the above-named Taxpayer is indebted to the Department of Revenue in the above amount. The State claims a lien upon all property and rights to property belonging to said Taxpayer.

PROBATE JUDGE:

Please record one copy of this tax lien in the real property records. Return one copy with endorsement and recording data to the Department of Revenue, Collection Services Division, PO Box 327820, Montgomery, AL 36132-7820. Phone: 334-242-1220 Fax: 334-242-8342

SECRETARY OF STATE:

Please record this tax lien in your UCC records. Return one copy with recording data to the Department of Revenue, Collection Services Division, Room 4309 Gordon Persons Building.

ALABAMA DEPARTMENT OF REVENUE

Alabama	
Sec. Of State	
T 21-0274469 FS	
Date 6/04/2021	
Time 12:44	
1 Pg	
File	\$.00
ExpG	\$.00
Ackn	\$.00
Form	\$.00
Total	\$.00
03/039	

EXHIBIT B

Bill of Sale and Receiver's Deed

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**"), dated as of April 6, 2018, by and between the following parties:

ASSIGNOR: DEREK A. PIERCE, acting solely in his capacity as court-appointed receiver for the Property referenced herein.

ASSIGNEE: RHCSC MONTGOMERY I HEALTH HOLDINGS LLC, an Alabama limited liability company

This Bill of Sale is being delivered pursuant to that certain Asset Purchase Agreement dated as of December 19, 2017, by and between Assignor and Agemark Acquisition LLC (the "**Purchase Agreement**"), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

1. **Conveyance.** In consideration of receipt of payment of the Purchase Price as detailed in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of its right, title and interest in the Personal Property located on, arising from or otherwise related to the real property located at 3920 Antoinette Drive, Montgomery, Alabama 36104 (collectively, the "**Subject Property**"), to have and to hold forever, except for that property listed on **Exhibit A**. This conveyance shall be effective as of 12:00:01 AM (prevailing Eastern time) as of April 6th 2018 (the "**Effective Date**").

2. **Assumption.** Assignee hereby accepts the assignment of all of Assignor's right, title and interest in, and hereby assumes all of the obligations of Assignor under the Subject Property, first arising from and after the Effective Date.

3. **Appointment.** Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to assert or enforce any claim, title, right, or actions, suits or proceedings in respect to the Subject Property; and (b) to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

4. **Cooperation.** Assignor covenants and agrees that it will at any time and from time to time, at the sole expense of Assignee, do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, certificates of title, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

5. **No Modification of Purchase Agreement.** This Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not

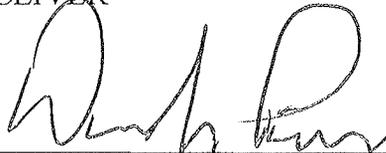
meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement. Without limiting the generality of the foregoing, all representations and warranties made by Assignor in the Purchase Agreement, in this Bill of Sale, or in any agreement executed in connection with the transactions contemplated therein have been made by Assignor in sole and exclusive reliance upon the terms and conditions of the Receivership Order and Sale Approval Order, and Assignee shall have no recourse against Assignor in the event that any of Assignor's representations and warranties prove to have been materially false or misleading when made; provided, however, that (i) Assignee shall be entitled to bring claims against the Receivership Estate; (ii) Assignee and its successors and assigns shall be entitled to rely upon this Bill of Sale, the Receiver's Deed, and the Sale Approval Order as evidence of title to the Subject Property and shall be entitled, as the sole and exclusive remedy in the event that any of Assignor's representations and warranties prove to have been materially false or misleading when made, to seek such relief from the Court as shall be proper to enforce Assignee's claim of title and ownership to the Subject Property.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of Assignor and Assignee.

7. Law to Govern. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the Assignor has executed this Bill of Sale effective as of the date first above written.

DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER



RHCSC MONTGOMERY I HEALTH HOLDINGS
LLC, an Alabama limited liability company

By: Regional Housing & Community Services
Corporation, its Member-Manager

By:  _____

Name: Bryan W. Starnes

Title: Secretary-Treasurer

EXHIBIT A
EXCLUDED ASSETS

1. Any and all claims and causes of action of the Receivership Entities and Receivership Estate, including, but not limited to, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, and the collection of debts. Any and all claims and causes of action relating to or arising out of the Bonds, Bond Documents, and issuance of the Bonds.
2. The Leased Personal Property described in Schedule 7.01(o).
3. Any and all cash, cash equivalents, bank accounts, deposit accounts, credits, prepaid expenses, deposits, deferred charges, advance payments, security deposits, prepaid items, funds, securities, investment accounts, accounts receivable, notes, notes receivable, mortgages, security interests, income, revenues derived from the Facility, insurance claims, insurance proceeds, other than amounts to be transferred to Purchaser in accordance with Section 15.10 of this Agreement.
4. Seller's Accounts Receivable.

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

Prior Deed Reference: RPLY Book 4696,
page 248 and RPLY Book 4700, page 875

This instrument was prepared by:

Send Tax Notice to:

Ryan K. Cochran
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

RHCSC Montgomery I Health Holdings LLC
c/o Corporation Services Company
614 South Lawrence Street
Montgomery, Alabama 36104

RECEIVER'S DEED

(Deed With Limited Covenants, Representations, or Warranties)

THIS RECEIVER'S DEED is executed on or about the 6th day of April, 2018, by **DEREK A. PIERCE**, acting solely in his capacity as court-appointed receiver for the Subject Property referenced herein ("**Grantor**"), and **RHCSC MONTGOMERY I HEALTH HOLDINGS LLC**, an Alabama limited liability company ("**Grantee**"), whose address and principal place of business is 3920 Antoinette Drive, Montgomery, Alabama 36104.

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby, BARGAIN, SELL, TRANSFER and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied, and without any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, all which are hereby expressly excluded and disclaimed, all of Grantor's right, title and interest in the property more particularly described on **Exhibit A** to this Receiver's Deed, which is attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (collectively, the "**Subject Property**"), and all the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, subject, however, to all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters of which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning

laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property, and subject further to the recorded exceptions to title set forth on **Exhibit B** to this Receiver's Deed (collectively, the "**Permitted Encumbrances**").

Notwithstanding the foregoing and based solely upon that certain order dated March 6, 2018 issued by the in the United States District Court for the District of New Jersey (the "*Court*"), in *Securities and Exchange Commission v. Dwayne Edwards, et. al.*, case number 17.CIV.393 (ES (SCM) approving the sale of the Subject Property to the Grantee (the "**Sale Approval Order**"), Grantor hereby represents and warrants that Grantor has the authority to deliver good and valid title to the Subject Property and that Grantor hereby transfers the Subject Property to Grantee free and clear of all mortgages, liens, pledges, security interests, and other encumbrances securing indebtedness. The representations and warranties made by Grantor in this paragraph and in the Purchase Agreement (as defined below) are the sole and exclusive representations and warranties made by Grantor with respect to the Subject Property and are made by Grantor in reliance upon the terms and conditions of the Sale Approval Order (the "**Seller's Court-Ordered Representations and Warranties**").

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S COURT-ORDERED REPRESENTATIONS AND WARRANTIES:

(i) EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS 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 (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME, IF ANY, TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS,

OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS;

(ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT, SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT AND THE SELLER'S COURT-ORDERED REPRESENTATIONS AND WARRANTIES, THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND

(iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORK, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee hereby acknowledges and agrees that Grantee and anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever, including without limitation any circumstance in which Seller's Court-Order Representations and Warranties prove to have been materially false or misleading when made. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns. Notwithstanding the foregoing, Grantee and its successors and assigns shall be entitled to rely upon this Receiver's Deed and upon the Sale Approval Order as evidence of title to the Subject Property and shall be entitled, as the sole and exclusive remedy in the event that any of Seller's Court-Ordered Representations and Warranties prove to have been materially false or misleading when made, to seek such relief from the Court as shall be proper to enforce Grantee's claim of title and ownership of the Subject Property.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenants, representation, or warranty whatsoever (except as set forth in the Purchase Agreement and the Seller's Court-Ordered Representations and Warranties), subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope or location of same against third parties.

Grantee hereby assumes the responsibility of payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are payable, or which may become payable, for any period on or after the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property for so long as Grantee continues to own the Subject Property.

Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Asset Purchase Agreement between Grantor and Grantee dated as of December 19, 2017 (as amended, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), and subject to the terms and scope of the Receivership Order and the Sale Approval Order described in the Purchase Agreement, all of which Grantee has had full and free opportunity to review with legal counsel of its own choosing.

[signature pages to follow]

[GRANTOR'S SIGNATURE PAGE TO RECEIVER'S DEED]

GRANTOR:

DEREK A. PIERCE, ACTING SOLELY IN HIS
CAPACITY AS COURT-APPOINTED
RECEIVER



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **DEREK A. PIERCE**, acting in his capacity as court-appointed receiver for the Subject Property described in this instrument, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as receiver and with full authority, executed the same voluntarily for and as the act of the receiver, as aforesaid.

Given under my hand and official seal this the 5th day of April, 2018.



Notary Public



[GRANTEE'S SIGNATURE PAGE TO RECEIVER'S DEED]

GRANTEE:

RHCSC MONTGOMERY I HEALTH HOLDINGS LLC, an Alabama limited liability company

By: Regional Housing & Community Services Corporation, its Member-Manager

By: 

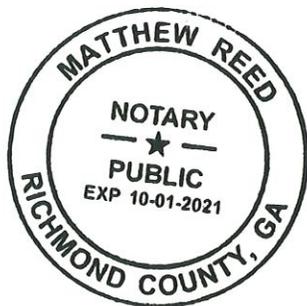
Name: Bryan W. Starnes

Title: Secretary-Treasurer

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bryan W. Starnes, whose name as Secretary-Treasurer of Regional Housing & Community Services Corporation as Member-Manager of RHCSC Montgomery I Health Holdings LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 5th day of April, 2018.




Notary Public

EXHIBIT A TO RECEIVER'S DEED
(Description of Subject Property)

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block 10, according to the Map of Huntingdon Heights, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 7, at Page 57, as corrected by Plat recorded in Plat Book 9, at Page 1, in said Probate Office

EXHIBIT B TO RECEIVER'S DEED
(Additional Permitted Encumbrances)

1. All matter of public record.
2. All taxes for the year 2018 and subsequent years, not yet due and payable.
3. Rights or claims of parties in possession not shown by the public records.
4. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
5. All matters disclosed on a survey performed by Thomas A. Sherard, P.E., P.L.S. No. 002832, dated March 28, 2018, plat dated April 2, 2018, in reference to the property referred to as "Waterford Place of Montgomery Alabama," under Job No. S180261.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Derek Pierce, acting solely in his capacity as court-appointed receiver for Waterford Place ALF, LLC
 Grantor's Name receiver for Waterford Place ALF, LLC Grantee's Name LLC
 Mailing Address Health Management Partners, LLC Mailing Address 614 S. Lawrence Street
1033 Demonbreun St., Suite 300 Montgomery, AL 36104
Nashville, TN 37203

Property Address Manor House at Waterford Place Date of Sale April 6, 2018
3920 Antoinette Drive Total Purchase Price \$ 3,675,000.00
Montgomery, AL 36111 or
 Actual Value \$ _____
 or
 Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale Appraisal
 Sales Contract Other Receivership Court Sale Order
 Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property as determined by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4/6/18 Print Derek Pierce
 Unattested Ryan K. Cochran Sign [Signature]
 (verified by) (Grantor/Grantee/Owner/Agent) circle one



INDEX	\$5.00
REC FEE	\$22.50
CERT	\$1.00
NO DEED TAX	
CHECK TOTAL	\$28.50
313263	Clerk: #101 03:54PM

DISTRIBUTION LIST

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Atlanta, GA 30303

Charles W. Azano
GREENBERG TRAURIG, LLP
One International Place
Suite 2000
Boston, MA 02110

CERTIFICATE OF SERVICE

This is to certify that on this date a true and correct copy of the within and foregoing **Motion for Entry of Consent Order Approving Stipulation Resolving Claim No. 88 Filed By Alabama Department Of Revenue** was served by the Court's CM/ECF system on all counsel of record registered in this case through CM/ECF.

This 29th day of April, 2024.

SCROGGINS & WILLIAMSON, P.C.

By: /s/ Ashley R. Ray

J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
Georgia Bar No. 601559
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