

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 FORM OF SETTLEMENT AGREEMENT IN CONNECTION
WITH MOTION PURSUANT TO FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019 AND SECTION 363 OF THE BANKRUPTCY CODE FOR
ENTRY OF ORDER APPROVING GLOBAL SETTLEMENT AND
COMPROMISE BETWEEN DEBTORS AND VARIOUS PARTIES**

PLEASE TAKE NOTICE that the above-captioned debtors (the “Debtors”) filed a *Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 and Section 363 of the Bankruptcy Code for Entry of Order Approving Global Settlement and Compromise Between Debtors and Various Parties* [Dkt No. 59] on September 24, 2021 (the “Motion”), seeking an order authorizing the Debtors to enter into a settlement agreement to resolve various claims.

PLEASE TAKE FURTHER NOTICE that attached hereto is a form of the Settlement Agreement for which approval is sought in the Motion (without exhibits).

This 8th day of October, 2021.

Respectfully submitted,

SCROGGINS & WILLIAMSON, P.C.

4401 Northside Parkway
Suite 450
Atlanta, GA 30327
T: (404) 893-3880
F: (404) 893-3886
E: rwilliamson@swlawfirm.com
aray@swlawfirm.com
mlevin@swlawfirm.com

/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

Proposed Counsel for the Debtors



RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the “**Agreement**”) is made as of October ____, 2021, by and among (i) each of the Debtors,¹ (ii) ALG Senior LLC (“**ALG**”), as manager of the Debtors’ facilities, (iii) UMB Bank, N.A., as successor trustee (the “**Bond Trustee**”) with respect to certain Bonds (as defined below), and (iv) Ecofin Direct Municipal Opportunities Fund, LP (f/k/a Tortoise Direct Municipal Opportunities Fund, LP) and Ecofin Tax-Advantaged Social Impact Fund, Inc. (together, the “**Bondholders**”; and collectively with ALG, the Bond Trustee and the Debtors, the “**Parties**”). The Agreement is further acknowledged by HP6 Fuquay-Varina Health Investors, LLC (“**Senter’s Propco**”), Fuquay-Varina Health Holdings, LLC (“**Senter’s Opco**”), Agemark, LLC (“**Agemark**”), and Charles E. Trefzger (“**Trefzger**”) with respect to Articles 4 and 6.

RECITALS

By this Agreement, the Parties intend to resolve all disputes between the Bond Trustee, the Bondholders, and ALG, as well as certain issues between the Debtors and the Bond Trustee, the Bondholders, and ALG.

The Debtors (other than Regional Housing & Community Services Corporation) individually owe the Bond Trustee for the benefit of the Bondholders various amounts, which collectively total in excess of \$_____ (the “**Bond Debt**”), on account of certain obligations related to bonds (“**Bonds**”) that the Public Finance Authority (“**PFA**”) issued for the benefit of the Debtors in 2018.²

The proceeds of the Bonds were used by the Debtors to acquire and improve the eight assisted living facilities owned by the Debtors. Additional bonds were issued to acquire and improve an assisted living facility owned by Senters Propco and Senters Opco known as *Senter’s Rest Home* (“**Senter’s**”), which is not a Debtor in the Bankruptcy Cases (as defined below) but is controlled by Debtor, Regional Housing & Community Services Corp. (“**RHCSC**”), and is managed by ALG. The bond debt associated with Senter’s consists of \$4,040,000 Series 2018 A Revenue Refunding Bonds (Senter’s Memory Care Project) and \$105,000 Series 2018 B Revenue Refunding Bonds – Taxable (Senter’s Memory Care Project) (such bonds, the “**Senter’s Bonds**”), plus accrued and unpaid interest on the Senter’s Bonds.

¹ The Debtors are: 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 (each a “**Debtor**” and collectively, the “**Debtors**”).

² Although the terms “Bonds” and “Bond Debt” are references to collective amounts, the Bonds were issued in various amounts for the benefit of the various individual Debtors. The Debtors have asserted that the Bond Debt is not cross-collateralized and that the Debtors are not jointly and severally liable for the Bond Debt.

On August 26, 2021, each of the Debtors filed bankruptcy cases (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Georgia, Rome Division (the “**Bankruptcy Court**”). The Bankruptcy Cases are being jointly administered under Case No. 21-41034-pwb.

As part of their requested first-day relief, the Debtors sought approval from the Bankruptcy Court to enter into a loan facility with a new lender and to grant that new lender liens that would prime the existing first priority liens of the Bond Trustee. The Bond Trustee filed an objection to the relief requested by the Debtors, which resulted in discussions for a consensual resolution of the various disputes among the Parties, and ultimately in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS

The Recitals set forth above are true and correct and are hereby incorporated herein by this reference.

ARTICLE 2
SENDER’S PAYMENT AND CANCELLATION OF BONDS

Section 2.01. *Payment on Senter’s Bonds.* On or before, and as a condition to, the Closing Date, the Bond Trustee shall be paid cash in the amount of \$4,550,000.00 (the “**Senter’s Payment**”) in full payment of the Senter’s Bonds.

Section 2.02. *Assumption of Membership Interests in Senter’s Propco and Senter’s Opco.* In order to accomplish the Senter’s Payment, a newly formed entity, Fuquay-Varina Holdco, LLC (the “**Buyer**”), shall be established to assume RHCSC’s membership interests in Senter’s Propco and Senter’s Opco. The Senter’s Payment shall be sufficient to provide \$4,550,000.00 in net sales proceeds, which will be paid directly to the Bond Trustee at, or prior to, Closing.

Section 2.03. *Release of Liens, Security Interests, and LURA.* Following, and conditioned upon, receipt of the Senter’s Payment by the Bond Trustee, the Bond opinion required under Section 2.05, and the other consideration herein, the Bond Trustee shall cancel the Senter’s Bonds no later than ninety (90) days following receipt of the Senter’s Payment, and shall release and terminate all security interests, liens, and deeds of trust against Senter’s and Senter’s real estate and personal property. In addition, the Bond Trustee shall deliver the Bond Trustee Affidavit contemplated in Section 2.04 in order to assist the Buyer and Senter’s in their effort to terminate or cancel the LURA (as defined below).

Section 2.04. *Alternative Remedies.* Upon receipt of the Senter’s Payment, the Bond Trustee agrees to execute an affidavit in the form attached as **Exhibit A** (the “**Bond Trustee Affidavit**”), indicating that this Agreement was entered into as an exercise of the Bond Trustee’s

remedies in connection with the Bonds as alternative to foreclosure proceedings, that the Bond Trustee shall cancel the Senter's Bonds within a reasonable period of time after receipt of the Senter's Payment, and that the Bond Trustee is in agreement with Senter's OpCo and Senter's PropCo that by effectuating the transactions described in this Agreement, the Parties intend to cause the Land Use Restriction Agreement by and among the PFA, as Issuer, HP6 Senter's PropCo and Senter's OpCo, as Borrowers, and The Huntington National Bank, as Trustee, dated as of October 1, 2018 (the "LURA") to terminate by its own terms, pursuant to Section 12 thereof. Further, the Bond Trustee (at no cost to the Bond Trustee) agrees to cooperate with Senter's OpCo, Senter's PropCo, and Buyer, as applicable, to procure an appropriate document that can be recorded in Harnett County, North Carolina by either: (a) working with the other parties to the Senter's Litigation, to submit a consent order in the Senter's Litigation that includes a finding by such court that the LURA is, has been or will be released or terminated; or (b) enter into an appropriate instrument and release of the LURA containing (i) representations by the Bond Trustee that it believes the conditions of Section 12(a) of the LURA have been met and that the conditions of Section 12(b) of the LURA will be met, and (ii) representations by Senter's OpCo and Senter's PropCo that the proviso set forth in Section 12 of the LURA does not apply, and therefore the LURA has or will terminate by its terms; provided, however, except as set forth in (i) above, such document shall be made without any representations or warranties of any kind by the Bond Trustee.

Section 2.05. *Bond Opinion.* As a condition to the delivery of the Bond Trustee Affidavit and any other documentation related to termination or release the LURA, ALG shall provide the Bond Trustee and the Bondholders with an opinion from a law firm acceptable to the Bond Trustee and in form and substance acceptable to the Bond Trustee, opining that the LURA shall be properly terminated pursuant to Section 12 of the LURA following the transactions contemplated in this Agreement, including cancellation of the Bonds as set forth in Section 2.03 hereof and the filing on the record of all other documentation necessary to release the LURA. The opinion will expressly state that (i) counsel was not asked to express any opinion on the tax-exemption of the related Bonds or any other bonds related to RHCSC and (ii) counsel will not express any opinion on the tax-exemption of the related Bonds or any other bonds related to RHCSC.

ARTICLE 3

MANAGEMENT OF THE DEBTORS' FACILITIES AND REPLACEMENT OF THE BOARD

Section 3.01. *Management of the Debtors' Facilities.* The Parties agree that management of the Debtors' eight (8) facilities shall be transitioned from ALG to HMP Senior Solutions, LLC or such other management company acceptable to the Bond Trustee (the "New Manager") in its sole discretion. Transition of the management of the Debtors' facilities shall be governed by a Management Transfer Agreement by and among the Debtors, New Manager, and ALG. The Management Transfer Agreement shall be acceptable to the Bondholders and the Bond Trustee in their respective sole discretion and, to the extent not consented to by the Bondholders and the Bond Trustee, shall have no force or effect. Immediately upon execution of this Agreement, ALG shall cooperate with New Manager in the transfer of management of the Debtor's facilities pursuant to a Management Transfer Agreement to be negotiated in good faith. Upon the execution of a Confidentiality and Non-Disclosure Agreement, New Manager shall have access to information, personnel, and all other functions and systems of the Debtors and ALG necessary to effectuate a

transition of the management of the Debtors' facilities by the Closing Date. Until such time as the management transition is effective, ALG shall continue to manage the Debtors' facilities.

Section 3.02. *Replacement of Board of Directors.* The Debtors represent that their respective officers and Boards of Directors are set forth on **Exhibit B** hereto (the "**Debtors' Officers and Boards of Directors**"). By no later than the Closing Date, the Debtors agree to replace each of the Debtors' Officers and Boards of Directors with one or more new individual(s) to serve as officers and directors of the Debtors', with each such appointment subject to the consent of the Bond Trustee. The foregoing provision shall not apply to Katie S. Goodman of GGG Partners, LLC, the Chief Restructuring Office of the Debtors.

ARTICLE 4

FURTHER SETTLEMENT COMMITMENTS BY THE PARTIES

Section 4.01. *Non-Disparagement.* Each of the Parties agrees not to Disparage (as defined below) any of the other Parties to this Agreement, including their respective affiliates or equity holders or their past and present officers, directors or employees, in each case in connection with such Party's involvement with the Debtors' facilities, these Bankruptcy Cases, the Bonds, or the transactions contemplated by this Agreement. "**Disparage**" shall mean making (a) comments, or (b) statements to the press or in any public forum, which would adversely affect the business reputation of the Party about which such comment or statement is made. Notwithstanding the foregoing, nothing in this Agreement shall preclude any Party from making truthful statements that are required by applicable law, regulation, or legal order or process.

Section 4.02. *Dismissal of Senter's Litigation.* By no later than fourteen (14) days after the Closing Date, the Bond Trustee shall seek to dismiss with prejudice Case No. 21CVS1674 (Harnett County, North Carolina) ("**Senter's Litigation**"). The Parties agree to cooperate extending and/or tolling all deadlines in such case until November 15, 2021.

Section 4.03. *Funding of the Bankruptcy Cases.* To the extent required by the Bankruptcy Court, the Debtors agree to amend their motion seeking Bankruptcy Court authorization to obtain post-petition financing [Docket No. 12] to clarify that they are not seeking to prime the liens of the Bond Trustee and instead are seeking financing from the Bondholders. Each of the Parties agrees to support the proposed order approving debtor-in-possession financing and the use of cash collateral in the form attached hereto as **Exhibit C** (the "**Cash Collateral/DIP Order**"), which order shall dispose of the DIP Motion.

Section 4.04. *Further Assurances.* From time to time, as and when requested by a Party hereto, any other Party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other action (subject to any limitations set forth in this Agreement), as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

ARTICLE 5
CLOSING DATE

The releases set forth in Article 6 of this Agreement are conditioned upon the occurrence of all of the following on or before the Closing Date:

- (a) The Bankruptcy Court shall have entered an order (the “**9019 Order**”) pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and applicable local rules, in form and substance acceptable to the Parties, approving this Agreement and authorizing the Debtors’ to enter into this Agreement;
- (b) ALG (or its affiliates or related entities) shall have made, or caused to be made, the Senter’s Payment to the Bond Trustee;
- (c) The New Manager shall have replaced ALG as manager of the Debtors’ facilities to the satisfaction of the Bond Trustee;
- (d) The Bankruptcy Court shall have entered the Cash Collateral/DIP Order in form and substance acceptable to the Bond Trustee;
- (e) The Bond Trustee and the Bondholders shall have received the opinion described in Section 2.05 hereof; and
- (f) The Debtors’ Officers and Boards of Directors shall have been replaced to the satisfaction of the Bond Trustee.

The term “**Closing Date**” shall mean the later of (i) three business days following entry of the 9019 Order, and (ii) October 31, 2021, provided that each of the foregoing (a) through (f) has occurred on or before such date. In the event the Closing Date does not occur because the conditions set forth in (b), (c), (e) or (f) above, the Bond Trustee may, in its sole discretion, extend the October 31, 2021 date on one or more occasions for purposes of determining the Closing Date, however, the amount of the Senter’s Payment shall increase by the amount of interest that would accrue on the Senter’s Bonds at the non-default rate for each day the Closing Date extends beyond October 31, 2021.

ARTICLE 6
RELEASES

Section 6.01. *Release by ALG of the Bond Trustee and Bondholders.* ALG, on behalf of itself, and to the extent applicable, its affiliates, members, managers, and other equity holders, Agemark and Trefzger (the “**ALG Releasing Parties**”) hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of (i) the Bondholders (including their officers, directors, representatives, affiliates, and insiders); and (ii) the Bond Trustee (including its officers, directors, representatives, affiliates, and insiders) ((i) and (ii) together, the “**Bond Trustee Released Parties**”) from any and all claims, complaints, demands, causes of actions, suits, charges, losses, damages, debts, obligations and liabilities of every kind and nature, whether

known or unknown, both at law (whether common law, statutory or otherwise) and in equity related in any way to the Debtors or Senter's, their facilities, the Bonds, or these Bankruptcy Cases (collectively, "**Claims**") that any ALG Releasing Party has, ever had or might have, directly or indirectly, against any of the Bond Trustee Released Parties; *provided, however*, that the release set forth in this Section 6.01 shall not have the effect of releasing any claim or right to enforce, defend or challenge any right arising under this Agreement.

Section 6.02. *Release by the Bond Trustee and Bondholders of ALG.* Each of the Bond Trustee and the Bondholders, on behalf of itself, and to the extent applicable, its respective affiliates, members, managers, and other equity holders (the "**Bond Trustee Releasing Parties**") hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of ALG and Agemark (including ALG and Agemark's officers, directors, representatives, affiliates and insiders) and Trefzger (the "**ALG Released Parties**") from any and all Claims that any Bond Trustee Releasing Party has, ever had or might have, directly or indirectly, against any of the ALG Released Parties; *provided, however*, that the release set forth in this Section 6.02 shall not have the effect of releasing any claim or right to enforce, defend or challenge any right arising under this Agreement.

Section 6.03. *Release by the Debtors of the Bond Trustee, the Bondholders, ALG and the Debtors' Officers and Directors.* Each of the Debtors, on behalf of themselves, and their estates and respective members and managers (the "**Debtor Releasing Parties**") hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of (i) the Debtors' current and former officers and directors, (ii) the ALG Released Parties, (iii) and the Bond Trustee Released Parties (the "**Debtor Released Parties**") from any and all Claims that such Debtor Releasing Parties has, ever had or might have, directly or indirectly, against any of the Debtor Released Parties for any act or omission occurring prior entry of the 9019 Order; *provided, however*, that the release set forth in this Section 6.03 shall not have the effect of releasing any claim or right to enforce, defend or challenge any right arising under this Agreement.

Section 6.04. *Release by ALG of the Debtors.* The ALG Releasing Parties hereby unconditionally and irrevocably release, relinquish, remise and forever discharge each of the Debtors, the Debtors' estates and the Debtors' respective members and managers (the "**Section 6.04 Released Parties**") from any and all Claims, including without limitation, (a) the approximately \$3.7 million claims referenced in the first day pleadings as owing to ALG by the Debtors, and (b) any claim that ALG could make against the Debtors' estates for services provided in connection with its management of the Debtors' facilities both before and after the filing of the Bankruptcy Cases, that any ALG Releasing Party has, ever had or might have, directly or indirectly, against any of the Section 6.04 Released Parties; *provided, however*, that the release set forth in this Section 6.04 shall not have the effect of releasing any claim or right to enforce, defend or challenge any right arising under this Agreement.

Section 6.05. *Release by the Bond Trustee and Bondholders of the Debtors' Officers and Directors.* Each of the Bond Trustee Releasing Parties hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of the Debtors' current and former (as of the date of the filing of the Bankruptcy Cases) officers, directors, managers and representatives ("**Debtor D&O Released Parties**") from any and all Claims that any Bond Trustee Releasing Party has, ever had or might have, directly or indirectly, against any of the Debtor D&O Released Parties;

provided, however, that the release set forth in this Section 6.05 shall not have the effect of releasing any claim or right to enforce, defend or challenge any right arising under this Agreement.

Section 6.06. *Releases relating to Senter's.* Each of RHCSC, Senter's and the ALG Releasing Parties (collectively, the "**Senter's Parties**") hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of the Bond Trustee Released Parties from any and all Claims that such Senter's Parties has, ever had or might have, directly or indirectly, against any of the Bond Trustee Released Parties; and each of the Bond Trustee Releasing Parties hereby unconditionally and irrevocably releases, relinquishes, remises and forever discharges each of the Senter's Parties (including but not limited to Senter's, Senter's Opco, Senter's Propco, Trefzger, and Agemark) from any and all Claims that such Bond Trustee Releasing Parties has, ever had or might have, directly or indirectly, against any of the Senter's Parties.

Section 6.07. *Reservations.* The releases set forth in this Section 6 shall not have the effect of releasing (i) any claim or right to enforce, defend or challenge any right arising under this Agreement; or (ii) any claim that the Bond Trustee Releasing Parties may have against any Debtor, including RHCSC as a Debtor, in these Bankruptcy Cases, including but not limited to any claim related to the Bond Debt, which for the avoidance of doubt is preserved notwithstanding the releases set forth in this Article 6.

ARTICLE 7 ADDITIONAL PROVISIONS

Section 7.01. *Notices.* All notices and other communications under this Agreement, shall be deemed duly given (a) when delivered personally or by prepaid overnight courier, with a record of receipt, (b) when received, if mailed by certified mail, return receipt requested, or (c) the day of transmission, if sent by electronic mail, during regular business hours or the day after transmission, if sent after regular business hours.

Section 7.02. *No Consequential or Punitive Damages.* The Parties shall only be liable hereunder for direct or compensatory damages. No Party (or its affiliates) shall, under any circumstance, be liable hereunder to any other Party (or its affiliates) for any indirect, consequential, exemplary, special, incidental, punitive or moral damages or lost revenue, lost income, lost profits, cost of capital or loss of business reputation or opportunity claimed by such other Party under the terms of or due to any breach of this Agreement.

Section 7.03. *Specific Performance.* The Parties acknowledge and agree that a breach of the provisions of this Agreement by any Party would cause irreparable damage to the other Parties and that such other Parties would not have an adequate remedy at law for such damage. Therefore, the obligations of the Parties and their respective affiliates set forth in this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that the Parties may have under this Agreement or otherwise.

Section 7.04. *No Concessions or Admissions.* It is expressly understood that no Party to this Agreement concedes any liability of any kind whatsoever and that this settlement is made as a compromise and voluntary agreement in order to dispose of matters of contention and possible contention between the Parties hereto. All negotiations, proceedings, agreements, documents and statements made in connection with this Agreement shall not be deemed or construed to be evidence or an admission by any Party of any act, matter or proposition and shall not be used in any manner or for any purpose in any action or proceeding. This Agreement shall have no force or effect unless and until the Bankruptcy Court enters the 9019 Order. Until entry of the 9019 Order, no statement or provision contained in this Agreement, or the taking of any action by the Parties with respect to this Agreement, shall be or shall be deemed to be an admission or waiver of any rights of any Party.

Section 7.05. *No Inducement; Construction.* Each of the Parties hereby states to the others that except as expressly set forth herein, no one has made any representations of any kind to induce them to enter into this Agreement, and that it was entered into freely because they believed it to be in their best interests. This Agreement shall be deemed drafted by all Parties hereto and any ambiguity herein shall not be construed against any Party solely by virtue of its participation in the drafting process. Each of the Parties has had advice of counsel of its own choosing in connection with this Agreement.

Section 7.06. *Amendment.* No variation or amendment of this Agreement shall be valid unless it is in writing and signed by or on behalf of all Parties to this Agreement.

Section 7.07. *Waivers.* No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

Section 7.08. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail (in pdf format) shall be as effective as delivery of a manually executed counterpart hereof.

Section 7.09. *Governing Law.* This Agreement shall be interpreted, construed and governed according to the laws of the State of Georgia without regard to its conflicts of laws rules.

Section 7.10. *Acknowledgments.* The Parties acknowledge that this Agreement is being entered into in good faith, is the product of arms-length negotiations, and that good and sufficient consideration has been provided for all of the obligations set forth herein.

Section 7.11. *Binding Effect.* Once approved by the Bankruptcy Court, this Agreement shall be binding upon the Parties, their successors, assigns, and/or transferees including, with respect to the Debtors, any bankruptcy trustee, plan administrator, liquidating trustee or any other person serving any substantially similar capacity.

Section 7.12. *Non-Severability*. Except as all Parties may otherwise agree in writing, all provisions of this Agreement are essential, non-severable terms of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

Regional Housing & Community Services Corporation, on behalf of each of the Debtors³

By: _____
Name:
Its:

UMB Bank, N.A., as successor trustee

By: _____
Name:
Its:

Ecofin Direct Municipal Opportunities Fund, LP

By: _____
Name:
Its:

Ecofin Tax-Advantaged Social Impact Fund, Inc.

By: _____
Name:
Its:

³ The Debtors are: 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.

ALG Senior LLC

By: _____
Name:
Its:

HP6 Fuquay-Varina Health Investors, LLC

By: _____
Name:
Its:

Fuquay-Varina Health Holdings, LLC

By: _____
Name:
Its:

Agemark, LLC

By: _____
Name:
Its:

Charles E. Trefzger
