IT IS ORDERED as set forth below:

Date: October 15, 2021

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

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

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

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

This matter came before the Court for interim hearing at 2:00 p.m. on August 31, 2021 (the "**Initial Hearing**"), which Initial Hearing was continued to 10:00 a.m. on September 2, 2021, 2:00 p.m. on September 21, 2021, and 11:30 a.m. on September 29, 2021 (the "**Continued Hearings**"), and for final hearing at 1:30 p.m. on October 14, 2021 (the "**Final Hearing**") on (i) the *Debtors' Motion for Interim and Final Orders (I) Authorizing (A) Secured Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, and 364(c) and (d); and (B) Granting Security Interests,*

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Superpriority Claims, and Adequate Protection, and (II) Scheduling a Final Hearing; and Memorandum of Points and Authorities (the "**DIP Motion**")[1] [Docket No. 12], and (ii) the proposed use of the Bond Trustee's cash collateral as set forth in the Debtors' *Motion for Authority to Use Cash Collateral* (the "**Cash Collateral Motion**"); and together with the DIP Motion, the "**Motions**") [Docket No. 11], in each case filed by the debtors and debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-captioned jointly administered chapter 11 cases (the "**Chapter 11 Cases**"). UMB Bank, as successor trustee for certain bonds (the "**Bond Trustee**") objected (the "**Objections**") to the relief requested in the DIP Motion and the Cash Collateral Motion.

Prior to each of the Continued Hearings, the Debtors and UMB Bank conferred and agreed to the terms of three interim orders (respectively, the "**First Interim Order**" [Docket No. 35], the "**Second Interim Order**" [Docket No. 59], and the "**Third Interim Order**" [Docket No. 65; and collectively, the "**Interim Orders**"] on the Motions on a consensual basis. At the September 21 hearing, the Debtors also reported to the Court that they hoped to reach a longer-term resolution whereby, among other things, 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**") would provide funding for the Debtors pursuant to the terms of a Budget (as defined below), and the Debtors would agree to replace their officers and directors and ALG Senior, LLC, as the manager, with new directors and officers, and a new manager, in each case subject to the consent and approval of the Bond Trustee.

The parties did reach such an agreement and on September 24, 2021, the Debtors filed a motion (the "**Settlement Agreement Motion**") [Docket No. 59] seeking approval of the proposed

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the DIP Motion.

settlement agreement and authorization from the Court for the Debtors to enter into the proposed settlement agreement (the "**Settlement Agreement**"). A term sheet describing the proposed settlement among the parties was filed as an exhibit to the Settlement Agreement Motion, and on October 8, 2021, the Debtors filed a copy of the form of Settlement Agreement as a supplement to the Settlement Agreement Motion. A material provision of the Settlement Agreement is a willingness of the Bond Trustee to consent to the use of its cash collateral by the Debtors in these Chapter 11 Cases and for the Bondholders to advance further funds to the Debtors, in each case pursuant to the terms and conditions of this order (the "**Final Order**").

This Court having found that this is a core proceeding under 28 U.S.C. § 157(b); and that this Court having found it may enter Final Order on a final basis consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motions in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief set forth in this Final Order is in the best interest of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motions and an opportunity for a hearing on the Motions was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motions and having heard the statements in support of and against the relief requested therein at the Initial Hearing, the Continued Hearings, and the Final Hearing; and this Court having determined that the legal and factual bases set forth in this Final Order, if any, establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

The Debtors' Chapter 11 Cases; Procedural Background; Jurisdiction and Notice

A. On August 26, 2021 (the "**Petition Date**"), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and thereby commenced the Chapter 11 Cases. Since the Petition Date, the Debtors have been operating their businesses and managing their properties as debtors and debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

B. The Court held hearings to consider granting the relief requested in the Motions on an interim basis on August 31, 2021, September 2, 2021, September 21, 2021, and September 29, 2021. Following the September 2 Hearing the Court entered the First Interim Order, following the September 21 hearing the Court entered the Second Interim Order, and following the September 29 hearing the Court entered the Third Interim Order, in each case with the consent of the Debtors, the Bond Trustee, and the Bondholders.

C. The Debtors have properly served notice of the Motions and the hearings thereon pursuant to Sections 102, 105, 361, 362, 363 and 364 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002 and 4001, 6004, 9006, and 9014 and the Bankruptcy Local Rules. Such notice is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules in respect to the relief requested and no further notice is necessary.

The Debtor and the Community

D. Eight of the Debtors (each a "**Property Company**" and collectively, the "**Property Companies**") own and operate a senior living facility (each a "**Facility**" and collectively the "**Facilities**"). Eight separate Debtors (each an "**Operating Company**" and collectively the "**Operating Companies**") lease a Facility from the Property Companies. Debtor Regional Housing & Community Services Corp. ("**Regional**") is the 100% owner and single member of

each of the Property Companies and the Operating Companies. The Operating Companies have each entered into a Management Agreement (collectively the "**Management Agreements**") with ALG Senior, LLC ("**ALG**") to manage the operations of the Facilities that each Operating Company leases from a Property Company.

The Secured Bond Obligations

E. Pursuant to this Final Order and subject to the limitations of Paragraph 34 herein, the Debtors acknowledge, stipulate, and agree that the Debtors are obligated to the Bond Trustee for the benefit of the beneficial holders of the Bonds (as defined below), authorized and issued by the Wisconsin Public Finance Authority (the "**Authority**") in the aggregate amount of $57,706,388.33 (the "**Bond Claim**")[2] which is comprised of $47,717,000 in principal and $9,989,388.33 in interest, which is related to each of the Debtors as follows:

Borrower	Bond Series	Principal	Interest
RHCSC Rome Health Holdings LLC and RHCSC Rome AL Holdings LLC	Series 2018A	$3,365,000	$639,350
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,630,000	$437,383.33
	Series 2018D	$70,000	$18,783.33
RHCSC Savannah Health Holdings LLC and RHCSC Savannah AL Holdings LLC	Series 2018A	$2,880,000	$547,200
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,065,000	$285,775
	Series 2018D	$80,000	$21,466.67

[2] The Bond Claim and the accompanying chart list interest at the non-default rate. The Bond Trustee reserves all rights to assert additional amounts for default interest, and for fees and expenses of the Bond Trustee and its professionals. Notwithstanding the Debtors' consent to the amount of the Bond Claim pursuant to this Final Order, and paragraph 34 hereof, the Debtors and any other parties in interest may object to any additional amounts asserted by the Bond Trustee, solely to the extent the revised asserted amount of the Bond Claim exceeds $57,706,388.33.

Borrower	Bond Series	Principal	Interest
RHCSC Social Circle Health Holdings LLC and RHCSC Social Circle AL Holdings LLC	Series 2018A	$7,765,000	$1,475,350
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,065,000	$285,775
	Series 2018D	$80,000	$21,466.67
RHCSC Montgomery II Health Holdings, LLC and RHCSC Montgomery II AL Holdings, LLC	Series 2018A	$1,610,000	$305,900
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,955,000	$524,591.67
	Series 2018D	$65,000	$17,441.67
RHCSC Columbus Health Holdings LLC and RHCSC Columbus AL Holdings, LLC	Series 2018A	$5,740,000	$1,090,600
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,055,000	$283,091.67
	Series 2018D	$80,000	$21,466.67
RHCSC Douglas Health Holdings LLC and RHCSC Douglas AL Holdings LLC	Series 2018A	$3,290,000	$625,100
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,255,000	$336,758.33
	Series 2018D	$75,000	$20,125
RHCSC Gainesville Health Holdings LLC and RHCSC Gainesville AL Holdings LLC	Series 2018A	$6,105,000	$1,159,950
	Series 2018B	$29,000	$5,510
	Series 2018C	$1,020,000	$273,700
	Series 2018D	$80,000	$21,466.67
RHCSC Montgomery I Health Holdings, LLC and RHCSC	Series 2018A	$4,945,000	$939,550
	Series 2018B	$29,000	$5,510

Borrower	Bond Series	Principal	Interest
Montgomery I AL Holdings, LLC	Series 2018C	$1,185,000	$317,975
	Series 2018D	$75,000	$20,125

Security for the Bond Obligations

F. The Debtors acknowledge, stipulate, and agree that the obligations owed to the Bond Trustee, including the Bond Claim, are secured by first priority mortgages, liens and security interests on all of the Debtors' real and personal property (all such collateral so granted under the Bond Documents, the "**Pre-Petition Bond Collateral**"). The obligations owed to the Bond Trustee with respect to the Bonds are evidenced by loan agreements relating to each of the Debtors' Facilities and dated June 1, 2018 (as amended, the "**Loan Agreements**"), which Loan Agreements were subsequently amended in connection with the issuance of C and D Series of Bonds for each of the Debtors' Facilities. Those Loan Agreements were each assigned to the Bond Trustee pursuant to corresponding trust indentures dated June 1, 2018 (as amended, the "**Trust Indentures**"), which were also amended at the time of the issuance of the C and D Series of Bonds. Each of the Debtors' Facilities are subject to mortgages and security interests securing the full amounts owed to the Bond Trustee related to the Bonds issued for that Facility. The documents referred to in this paragraph, including the Loan Agreements (as amended), Trust Indentures (as amended), the mortgages and deeds of trust, and any other document or agreement delivered as

security for, or in respect of, the Bonds or the Debtors' obligations under any of such documents are collectively referred to herein as the "**Bond Documents**."

The Debtors' Need for Use of Cash Collateral

G. The Debtors have requested the use of the Cash Collateral of the Bond Trustee in connection with these Chapter 11 Cases. The Bond Trustee does not consent to the use of its Cash Collateral, except upon the express terms of this Final Order.

H. Without the use of Cash Collateral, the Debtors' continued operation as a going concern would be disrupted, the value of the underlying assets would significantly decline, the Debtors, their residents, the estates and the Debtors' creditors would be immediately and irreparably harmed, and the Debtors would not have the funds necessary to maintain their Facilities, provide financial information, or pay employee compensation, payroll taxes, overhead and other expenses. The Debtors requires use of Cash Collateral as provided herein.

The Debtors' Need for Debtor-in-Possession Financing

I. Even with the use of Cash Collateral, the Debtors are not able to fully fund their operations and other needs. Thus, a critical need exists for the Debtors to obtain funds in order to fund the operational, capital and administrative needs of the Facilities. The Debtors are unable to obtain postpetition financing on an unsecured basis under Sections 364(c)(1) or 503(b)(1) of the Bankruptcy Code. Further, the Debtors are unable to obtain secured credit from sources other than from the Bondholders that would be allowable under Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code for the purposes set forth in this Final Order. Further, the Bond Trustee would not consent to any priming liens (other than those set forth in this Final Order) and would

have (and has) argued that the Debtors could not have provided adequate protection for any such proposed financing.

J. The Bondholders agreed to provide the requested DIP Loan (as defined below) and the Bond Trustee agreed to allow the Debtors to use its Cash Collateral in accordance with the terms contained in this Final Order, including that such funds may be expended and used solely in the amounts, categories and times set forth in the budget attached hereto as **Exhibit A** (as it may be amended, supplemented, replaced or otherwise modified from time to time with the consent of the Bondholders, the "**Budget**"), which shall be used for the necessary operational costs associated with the Facilities and other costs and expenses of administration of the Chapter 11 Cases.

K. Without the use of Cash Collateral and the funds provided under the DIP Loan, the Debtors will be unable to pay necessary payroll, costs, and operating expenses, and obtain goods and services needed to preserve the Facilities in a manner that will avoid irreparable harm to the Debtors' estates. At this time, the Debtors' ability to finance the ongoing operation and availability of sufficient liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations as provided herein is vital to the preservation of the Facilities and maintenance of the going concern value of the Debtors' estates and to otherwise provide the necessary services to the residents of the Facilities.

L. The Debtors have requested that the Bondholders provide advances up to an aggregate amount of $2,350,000 (the "**DIP Loan**"), which funds shall be used by the Debtors solely to the extent provided in the Budget or as otherwise provided in this Final Order. The Bondholders have already advanced $950,000 of the DIP Loan under the terms of the Interim

Orders. Such advances are entitled to the protections set forth in the Interim Orders, and shall be entitled to the protections set forth in this Final Order.

M. The Bondholders are willing to provide the DIP Loan, subject to the terms and conditions set forth herein and in the Interim Orders, providing that the Post-Petition Liens (as defined below), and the various claims, superpriority claims and other protections granted pursuant to this Final Order will not be affected by any subsequent reversal or modification of this Final Order or any other order, as provided in Section 364(e) of the Bankruptcy Code.

N. The Bondholders' lending of the DIP Loan is conditioned upon the grant of liens that: (a) will prime and remain senior to the Bond Trustee's Pre-Petition Liens; and (b) will otherwise constitute first priority liens on all other Post-Petition Collateral (as defined below), subject only to (i) any valid, binding, enforceable and perfected liens, including, without limitation, those listed on the attached **Exhibit B** (together, the "**Permitted Liens**"),[3] which have priority over the liens of the Bond Trustee as of the Petition Date, and (ii) the Carve-Out.

O. The terms of the DIP Loan have been negotiated in good faith and at arm's length among the Debtors and the Bondholders, and are a material part of the Settlement Agreement. The terms of the DIP Loan are at least as favorable to the Debtors as those available from alternative sources, under all of the circumstances. Given the current market conditions and under the particular circumstances of these Chapter 11 Cases, no other sources of funding are available. Given the exigencies of the case, the Debtors believe the DIP Loan is their best and only option. In connection with its consent to this Final Order, the Bond Trustee exercised its rights and powers

[3] The Debtors, the Bondholders, the Bond Trustee and other parties in interest reserve all rights to contest the amount, extent, priority and validity of any putative claim, security interest or lien, including, without limitation, those identified on the attached Exhibit B. Nothing herein or otherwise shall be deemed a waiver of any such rights. To the extent that such claims and/or security interests or liens are deemed not to be valid senior liens, the DIP Loan shall not be subordinated to the claims of the estate under sections 544 or 545 of the Bankruptcy Code.

and used the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs, and the Bondholders acted consistent with their duties and responsibilities under, and entry of the Final Order does not violate, the terms of any agreement relating to the Bonds.

P. The terms of the DIP Loan are fair and commercially reasonable under the circumstances, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are enforceable in accordance with applicable law. As such, the funds advanced shall be deemed to have been extended by the Bondholders in "good faith" as that term is used in Section 364(e) of the Bankruptcy Code and based upon the express reliance of the protections offered by Section 364(e) of the Bankruptcy Code. The Post-Petition Liens and the Superpriority Claim (defined below) shall be entitled to the full protection of Section 364(e) of the Bankruptcy Code, including in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

Need for Adequate Protection to Bond Trustee

Q. Pursuant to the Bankruptcy Code and in light of the foregoing, the Debtors are required to provide adequate protection to the Bond Trustee in respect of their use of the Pre-Petition Collateral (including Cash Collateral) and granting of the priming Post-Petition Liens. The Debtors wish to provide adequate protection of the security interests in and liens on the Pre-Petition Collateral pursuant to the terms set forth in this Final Order.

R. The Debtors and the Bondholders have represented to the Bankruptcy Court that they have negotiated at arm's length and have acted in good faith in the negotiation and preparation of the DIP Loan and related documents. In connection therewith, the Debtors and the Bondholders have agreed on proposed loan documents substantially in the form attached hereto as **Exhibit C**

(the "**DIP Documents**") and this Final Order. The parties have been represented by counsel, and intend to be and are bound by their respective terms. The terms and conditions of this Final Order and the DIP Documents reflect the Debtors' exercise of prudent business judgment under exigent circumstances and are consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration.

S. Good cause has been shown for the entry of this Final Order. The terms of this Final Order, inclusive of the adequate protection provided to the Bond Trustee relating to the Pre-Petition Liens, are fair and commercially reasonable, reflect the Debtors' prudent business judgment consistent with their fiduciary duties and constitute reasonable equivalent value and fair consideration. Entry of this Final Order is in the best interest of the Debtors, their creditors, including the Bond Trustee, and the Debtors' estates.

T. To the extent any portion of the foregoing constitute rulings of law, they shall constitute this Court's rulings with respect to the matters so-stated.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

Cash Collateral Motion Granted; DIP Motion Deemed Withdrawn

1. The Cash Collateral Motion is hereby **GRANTED** in accordance with the terms and conditions set forth in this Final Order. Any objections to the Cash Collateral Motion with respect to the entry of this Final Order that have not been withdrawn, waived, or settled, and all reservation of rights included therein, are hereby denied and overruled. The DIP Motion is deemed amended consistent with the relief granted in this Final Order.

Approval of DIP Loan

2. The terms of the DIP Loan and the DIP Documents, and all documents executed in connection therewith are fair and reasonable, reflect the exercise of the Debtors' prudent business

judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration.

3. The Debtors shall be liable for the repayment in full of the DIP Loan on the terms set forth in the DIP Documents.

4. The DIP Loan and DIP Documents have been negotiated in good faith and at arm's length among the Debtors and the Bondholders, and the DIP Loan shall be deemed to have been extended by the Bondholders in good faith (as that term is used in Section 364(e) of the Bankruptcy Code) and in express reliance upon, and with the full benefit of the protections afforded by, Section 364(e) of the Bankruptcy Code, whether or not this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

5. Absent the relief granted by this Final Order, the Debtors' estates, residents and creditors would suffer immediate and irreparable harm. Accordingly, the entry of this Final Order and related authorization of borrowings of the DIP Loan in accordance with the DIP Documents is in the best interests of the Debtors' estates, their residents, and creditors.

6. The DIP Loan and the DIP Documents are hereby approved on a final basis, and the Debtors are hereby authorized to borrow the DIP Loan pursuant to the DIP Documents, to be used solely in accordance with the Budget, which is incorporated herein by reference, subject to the Permitted Variances (as defined below), which Budget may be amended by the Debtors with the written consent of the Bondholders and if filed on the Court's docket.

The DIP Loan

7. DIP Loan. Pursuant to Sections 361 and 364 of the Bankruptcy Code and the terms and conditions hereof, until the occurrence of the Termination Date (as defined below), the Debtors are hereby authorized to borrow the DIP Loan pursuant to the terms, conditions and provisions of this Final Order in an amount up to an aggregate amount of $2,350,000 (of which $950,000 has

already been advanced pursuant to the Interim Orders) pursuant to the terms set forth herein and in the DIP Documents; provided, however, that the Debtor shall use the proceeds of the DIP Loan solely in compliance with the Budget (subject to the Permitted Variances) and as expressly set forth herein.

8. Principal, Interest, Fees, Etc. Interest shall accrue on all amounts advanced on the DIP Loan from the date such advance is made through the date on which such amounts are repaid in full at a simple rate per annum equal to seven and one half percent (7.5%) (the "**Applicable Rate**"). The principal, accrued interest and any other obligations owed with respect to the DIP Loan (the "**DIP Obligations**") shall be due and payable upon the maturity date as defined in the DIP Documents (the "**Maturity Date**"). The DIP Obligations may be voluntarily paid at any time with no penalty or premium.

9. Conditions to the DIP Loan. The funding of the DIP Loan is conditioned on, among other things: (a) entry of this Final Order; (b) evidence of insurance reasonably satisfactory to the Bondholders (and receipt of additional insured and loss payee insurance certificates); (c) execution of the DIP Documents; and (d) approval of Settlement Agreement by the Court.

10. Disbursements of DIP Loan. Disbursements of the DIP Loan shall be governed by the terms and conditions of the DIP Documents.

11. Effectiveness of DIP Loan. From and after the entry of the First Interim Order (the "**Effective Date**"), the terms and conditions of the Interim Orders, as modified by this Final Order, constitute valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with the terms of the Interim Orders, as modified by this Final Order, for all purposes during the Chapter 11 Cases, any subsequently converted cases of any of the Debtors under chapter 7 of the Bankruptcy Code or after the dismissal of the Chapter 11 Cases. No obligation,

payment, transfer or grant of security under the Interim Orders or this Final Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under Sections 502(d), 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment or counterclaim

12. Payments to the Bondholders and/or the Bond Trustee. Any and all payments or proceeds remitted to the Bondholders and/or the Bond Trustee pursuant to the provisions of this Final Order or otherwise shall be received by the Bondholders and/or the Bond Trustee, free and clear of any claim, charge, assessment or other liability, including, without limitation, any such claim or charge arising out of or based on Sections 506(c) and/or 552(b) of the Bankruptcy Code, whether directly or indirectly, all of which are hereby waived by the Debtors. In the event that it is determined by final order of the Court that the Bond Trustee is not entitled under Bankruptcy Code Section 506(b) to any payments or proceeds remitted to the Bond Trustee on account of post-petition interest, fees and expenses relating to the Bond Claim, then any such payments or proceeds remitted to the Bond Trustee (as distinct from payment or proceeds remitted to the Bondholders which shall be applied against the DIP Obligations) shall reduce the Bond Claim held by the Bond Trustee.

Security for the DIP Loan

13. Post-petition Liens. Pursuant to the Interim Orders, as reaffirmed by this Final Order, and pursuant to Section 364(c)(2), (c)(3) and (d) of the Bankruptcy Code and as security for the repayment of the DIP Loan and the DIP Obligations, the Bondholders were and are granted valid, binding, enforceable and perfected first priority mortgages, pledges, liens and security interests (the "**Post-Petition Liens**") in all currently owned or hereafter acquired property and

assets of the Debtors or the Debtors' estates of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including, without limitation, accounts, inventory, equipment, capital stock in subsidiaries, investment property, instruments, chattel paper, real estate, leasehold interests, contracts, patents, copyrights, trademarks, deposit accounts, intercompany claims, claims against affiliates, causes of action, tax refund claims, commercial tort claims, insurance proceeds and insurance premium refunds, and the proceeds, products, rents and profits of all of the foregoing (all of the foregoing, the "**Post-Petition Collateral**"), subject only to (i) Permitted Liens, if any, and (ii) the Carve-Out. The approval of this Final Order by the Court shall be sufficient and conclusive evidence of the validity, extent, enforceability, and perfection of the Post-Petition Liens without further action of any kind.

Debtors' Use of Cash Collateral

14. Pursuant to the Interim Orders, as reaffirmed by this Final Order, the Debtors were and are authorized to use as cash collateral (as defined in Section 363(a) of the Bankruptcy Code) proceeds of accounts and revenues from operations of the Facilities (collectively, the "**Cash Collateral**"). Such authorization shall automatically cease on the Termination Date, except as permitted by the Debtors Default Period Rights. Cash Collateral shall include, without limitation, the advances under the DIP Loan, but shall not include any other funds received by the Debtors during this proceeding, including but not limited to funds received outside of the ordinary course of business including from the sale of any of the Facilities.

15. The Debtors may only use Cash Collateral as set forth in the Budget (subject to the Permitted Variances) and as otherwise provided in this Final Order. Except on the terms and

conditions of this Final Order, the Debtors are prohibited from using Cash Collateral at any time absent consent of the Bondholders or further order of the Court.

Adequate Protection to Bond Trustee for the Pre-Petition Liens and the Use of Pre-Petition Collateral Securing the Bond Claim

16. Rollover Liens. As adequate protection for any diminution in the value of its collateral as a result of the DIP Loan or the use of Cash Collateral by the Debtors (a "**Diminution**"), and solely to the extent of any Diminution, the Bond Trustee shall continue to have valid, binding, enforceable and perfected additional and replacement mortgages, pledges, liens and security interests in all Post-Petition Collateral, and the proceeds, rents, products and profits therefrom, whether acquired or arising before or after the Petition Date, to the same extent, priority and validity that existed as of the Petition Date (such liens, the "**Rollover Liens**"); provided, however, the Rollover Liens shall not attach to causes of action under Chapter 5 of the Bankruptcy Code and proceeds thereof with the exception of any causes of action pursuant to Section 542 of the Bankruptcy Code) ("**Avoidance Actions**"), and shall be subject to (i) the Post-Petition Liens granted to the Bondholders, (ii) Permitted Liens, and (iii) the Carve-Out.

17. Supplemental Liens. As additional adequate protection for any Diminution, and solely to the extent of any Diminution, the Bond Trustee shall have a valid, perfected and enforceable continuing supplemental lien on, and security interest in, all of the assets of the Debtors or the Debtors' estates of any kind or nature whatsoever within the meaning of Section 541 of the Bankruptcy Code, whether acquired or arising before or after the Petition Date, and the proceeds, rents, products and profits therefrom (collectively, the "**Supplemental Liens**"), solely to the extent of any such Diminution; provided, however, the Supplemental Liens shall not attach

to Avoidance Actions, and shall be subject to (i) the Post-Petition Liens, (ii) Permitted Liens, and (iii) the Carve-Out.

18. Superpriority Claim. As additional adequate protection for any Diminution, the Bond Trustee shall receive a superpriority expense claim, solely to the extent of any such Diminution, allowed under Section 507(b) of the Bankruptcy Code (the "**Pre-Petition Superpriority Claim**") against all assets of the Debtors or the Debtors' estates. The Pre-Petition Superpriority Claim shall have priority over any and all other unpaid administrative expenses now existing or hereafter arising, of any kind whatsoever, of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 or 1114 of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, any successor trustee or any creditor in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment; provided, however, the Pre-Petition Superpriority Claim shall be subject to (i) the Post-Petition Liens, (ii) Permitted Liens, and (iii) the Carve-Out.

Provisions Common to the DIP Loan and Use of Cash Collateral

19. Covenants. The Debtors shall observe all covenants in this Final Order at all times prior to and after the Termination Date (as defined below). The Debtors agree as follows, and the Parties acknowledge that failure to comply with such covenants shall constitute an Event of Default under this Final Order.

20. Budget. The Debtors shall be in Compliance with the Budget, and may not use Cash Collateral or the proceeds of the DIP Loan except for such use that is in Compliance with the Budget. Compliance with the Budget ("**Compliance**") means that the Debtors may make expenditures as set forth in the Budget for an applicable measuring period (each, a "**Measuring**

Period"), subject to Permitted Variances. A "**Permitted Variance**" shall mean, for any week set forth in the Budget, (i) any favorable variance, or (ii) an unfavorable variance of not more than the greater of ten (10%) percent with respect to any disbursement line item in the Budget or ten (10%) percent in aggregate disbursements; provided, however, no unfavorable variance shall be permitted for payment of any fees and expenses incurred by Debtor Professionals (as defined below) ("**Debtor Professional Fees**") unless approved in writing by counsel for the Bondholders. Any expenditures not made in a particular week of the Budget may be rolled over into a subsequent week and the Budget shall be recalculated to account for such rolled over expenditures. The amount of Debtor Professional Fees as set forth in the Budget shall be paid by the Debtors during the corresponding week set forth in the Budget to counsel for the Debtors which shall hold such funds in its IOLTA trust account until approved to be paid by order of the Court and/or under applicable monthly compensation procedures. The Debtors and Debtors' counsel shall include in the Weekly Budget Report an accounting of remaining amounts held in the IOLTA trust account.

21. Reporting. The Debtors shall provide to the Bond Trustee and the Bondholders each Friday (commencing on October 22, 2021), a weekly report (the "**Weekly Budget Report**") certified by the Debtors' chief restructuring officer (the "**CRO**") in the same form as the Budget, indicating all receipts received and disbursements made by the Debtors for the prior week compared to the Budget, indicating any variances, and providing written explanation of any variances that are not Permitted Variances. The Bond Trustee and the Bondholders, including their counsel and consultants, shall have independent access to the CRO to discuss the weekly report and any other financial reports produced by the Debtors, as well as sale and restructuring options; provided, however, that counsel for the Bond Trustee shall only be permitted to communicate directly with the CRO upon providing counsel to the Debtors reasonable notice of such call and an opportunity

to participate on such call. In addition, the Debtors shall provide to the Bond Trustee and the Bondholders a monthly reporting package, no later than 30 days after the end of each calendar month, including cash flow, income statement and balance sheet for such month, accounts payable and receivable reports with aging information; and as promptly as reasonably practicable from time to time following the Bond Trustee's or the Bondholders' reasonable request therefor, such other information (including historical information) regarding the operations, business affairs and financial condition of the Debtors, the progress of the Chapter 11 Cases or compliance with the terms of any DIP Loan Document.

22. Weekly Reporting Call. On Tuesday of each week (or such other day as may be agreed upon by the Debtors and the Bond Trustee), the Debtors shall make available representatives reasonably acceptable to the Bondholders and the Bond Trustee (including the CRO and the Debtors' consultants and managers) for a telephone conference call with the Bondholders and the Bond Trustee, and their respective agents, advisors and/or representatives to discuss the cash flows and operations of the Facilities, and such other matters as are relevant or are reasonably requested by the Bondholders and the Bond Trustee.

DIP Loan Document Covenants

23. The Debtors agree, and agree to instruct its advisors, employees, managers and professionals, to comply with all of the terms and conditions of the DIP Documents.

Bankruptcy Milestones

24. The Debtors agree to comply with the following Bankruptcy Milestones and that failure to materially comply with the following Bankruptcy Milestones shall constitute an Event of Default, unless waived or modified by the Bond Trustee in its sole discretion:

(a) The Closing Date (as defined in the Settlement Agreement) shall have occurred by no later than October 31, 2021; and

(b) By no later than December 1, 2021, the Debtors shall file an amendment to this Final Order which shall include additional milestones for the sale or reorganization of the Debtors' assets, which milestones shall be subject to the consent of the Bond Trustee.

25. No Liens or Encumbrances. Prior to payment in full of the DIP Loan, other than as set forth herein, the Debtors shall not sell, pledge, hypothecate, or otherwise encumber any Post-Petition Collateral (any such sale, pledge, hypothecation, or other transfer shall be void *ab initio*). Further, there shall be no other claim or expense having priority or being *pari passu* to the priority granted to the Bondholders and the Bond Trustee in this Final Order while any portion of the DIP Loan remain outstanding, except with respect to the Permitted Liens and the Carve-Out.

26. No Modification. Nothing contained herein shall alter or modify, or be deemed to alter or modify, the Bond Documents (or any other agreement to which the Bond Trustee is party).

27. Prohibited Use. As provided in the Interim Orders and reaffirmed by this Final Order, notwithstanding anything else herein, no amounts under the Carve-Out, the proceeds of the DIP Loan and the proceeds of Pre-Petition Collateral (including Cash Collateral) and Post-Petition Collateral shall be used for the purpose of (each a "**Prohibited Use**"): (a) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of (i) the Bond Claim or the Pre-Petition Liens, (ii) the DIP Loan or the Post-Petition Collateral with respect thereto, or (iii) any other rights or interests of the Bondholders or the Bond Trustee, (b) asserting any right to funds held and previously applied by the Bond Trustee; (c) asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code against the Bondholders and/or the Bond Trustee or invoking the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Pre-Petition Collateral, the Post-Petition Collateral or otherwise; (d) preventing, hindering, or delaying the enforcement or realization by the Bond Trustee, as applicable, upon any of the Pre-Petition

Collateral or Post-Petition Collateral; (e) incurring indebtedness except as permitted by the Interim Orders and this Final Order; (f) funding acquisitions, capital expenditures, capital leases or other transactions not in the ordinary course of the Debtors' business other than as set forth in the Budget; (g) modifying the rights of the Bondholders, except as consented to by the Bondholders; (h) modifying any adequate protection granted the Bond Trustee; (i) commencing or prosecuting any motion, proceeding or cause of action against the Bondholders and/or the Bond Trustee, or their respective agents, attorneys, advisors or representatives; or (j) filing a plan of reorganization or motion to sell any of the Debtors' assets other than as consented to by the Bond Trustee. Nothing contained in the foregoing sentence shall be construed to prevent the Debtors' professionals and the CRO from being compensated from the Carve-Out for allowed professional fees and expenses incurred in connection with (i) the preparation and prosecution of the Motions, or (ii) from reviewing the Bond Documents and relevant information and applicable law in order to verify the validity, enforceability, priority, perfection, and/or avoidability of the Bond Claim or the liens and security interests asserted by the Bond Trustee in the Pre-Petition Bond Collateral through the date of this Final Order.

Events of Default

28. Each of the following shall be considered an Event of Default ("**Event of Default**") under the DIP Loan and this Final Order:

(a) the failure to make payments on the DIP Loan as and when due;

(b) the failure of the Debtor to pay all of its administrative expenses in full in accordance with and subject to the terms as provided for in the Budget;

(c) this Final Order becomes stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the Bondholders and the Bond Trustee;

(d) failure to meet any of the Bankruptcy Milestones or other covenants set forth in this Final Order;

(e) the dismissal of any of the Chapter 11 Cases, conversion of any of the Chapter 11 Cases to a chapter 7 case, or suspension of any of the Chapter 11 Cases under Section 305 of the Bankruptcy Code;

(f) the appointment of a chapter 11 trustee or an examiner with enlarged powers (beyond those set forth in Section 1104(c) and 1106(a)(3) and (4) of the Bankruptcy Code);

(g) the granting of relief from the automatic stay to permit foreclosure with respect to any Post-Petition Collateral, by any entity other than the Bondholders or Bond Trustee without the consent of the Bond Trustee;

(h) the filing of a plan of reorganization or a motion seeking to sell any of the assets of the Debtors that is not consented to by the Bond Trustee;

(i) the entry of an order granting any superpriority claim which is senior or *pari passu* with the Bond Trustee pursuant to this Final Order;

(j) the payment of or granting adequate protection with respect to prepetition indebtedness of the Debtors other than as set forth in the Budget or as provided for in this Final Order or consented to by the Bond Trustee;

(k) the cessation of Post-Petition Liens, Rollover Liens, Supplemental Liens, or Superpriority Claims, granted pursuant to this Final Order to be valid, perfected and enforceable in all respects;

(l) the filing of any Challenge (as defined below) to the Pre-Petition Liens or Pre-Petition Collateral by the Debtors, or the Bankruptcy Court grants standing to any third party to pursue such Challenge;

(m) the payment of estate professional fees by the Debtors other than to the extent set forth in the Budget; or

(n) the occurrence of an Event of Default under the DIP Agreement.

Termination and Maturity

29. Notwithstanding anything herein, and except as provided in this Paragraph, the Debtors shall no longer, pursuant to the Interim Orders, this Final Order or otherwise, be authorized to borrow funds and/or use Cash Collateral for any purpose hereunder upon the earliest of (a) the occurrence of an Event of Default or (b) the Maturity Date (such earlier date, the "**Termination Date**"), provided, however, that the Bondholders and/or Bond Trustee shall provide five (5) Business Days (the "**Default Notice Period**") written notice via email to counsel to the Debtors,

and the U.S. Trustee of any Event of Default (the "**Default Notice**") and the Debtors may continue to use Cash Collateral pursuant to the Budget for five (5) Business Days after receipt of such Default Notice while the Debtors seek an expedited hearing to contest whether an Event of Default has occurred (including the failure to meet a Bankruptcy Milestone), and the Bondholders and the Bond Trustee consent to the holding of such an expedited hearing within five (5) Business Days of such a filing (collectively, the "**Debtors Default Period Rights**").

30. Notwithstanding the occurrence of an Event of Default, the Bondholders and/or Bond Trustee may elect in writing not to terminate the Debtors' authority to borrow funds and/or use Cash Collateral hereunder, as applicable, to waive defaults hereunder, to forbear from the exercise of rights and remedies hereunder and, subject to Court approval and the approval of the Bondholders, to modify the Maturity Date and any Event of Default. Any such continued extension of financial accommodations shall be without prejudice to the Bondholders, ability to terminate funding.

31. Notwithstanding the occurrence of an Event of Default or anything herein to the contrary, (i) all of the rights, remedies, benefits and protections provided to the Bondholders and the Bond Trustee shall survive the Termination Date; and (ii) upon the Termination Date, the principal of and accrued interest and all other amounts owed to the Bondholders under the DIP Loan shall be immediately due and payable.

Exercise of Rights

32. Subject to the Debtor Default Period Rights, without further order from the Bankruptcy Court, the automatic stay provisions of Section 362 of the Bankruptcy Code are

vacated and modified to the extent necessary to permit, upon the occurrence of any Event of Default, the Bondholders to cease making any advances under the DIP Loan.

Release

33. Release. Subject to paragraph 34, the Debtors hereby waive, release and discharge the Bond Trustee, the Bondholders, and their respective affiliates, agents, attorneys, officers, directors and employees with respect to all claims and/or causes of action by, and liabilities owing to, the Debtors arising out of or based upon or related to, in whole or in part, the Bonds, and any aspect of the prepetition relationship between the Bond Trustee, the Bondholders, and the Debtors and any other acts or omissions by the Bond Trustee or the Bondholders in connection with either the Bond Documents or their prepetition relationship with the Debtors. Further, the Debtors and their estates waive, release and discharge all rights to object to or contest the amount of the Bond Claim or the Bond Trustee's security interests in the Pre-Petition Collateral and agree that all such claims and security interests have been duly perfected and are in all respects valid and enforceable first priority security interests and liens, subject and subordinate only to (a) Post-Petition Liens to the extent set forth herein, (b) Permitted Liens; and (c) the Carve-Out.

34. Investigation Period. Notwithstanding the provisions in this Final Order, any party in interest, other than the Debtors, ALG, or any affiliates thereof, or any party that released the Bond Trustee in the Settlement Agreement, may file an adversary proceeding or contested matter (a "**Challenge**"): (a) challenging the amount, validity, extent, enforceability, perfection or priority of the Bond Claim or the Pre-Petition Liens in respect thereof, or (b) otherwise asserting any claims or causes of action against the Bond Trustee on behalf of the Debtors' estate so long as any Challenge is made on or before the Closing Date (as defined in the Settlement Agreement) (such period of time, the "**Investigation Period**"). Any Challenge brought after the conclusion of the Investigation Period shall be barred. If no Challenge is commenced by a party during the

Investigation Period against the Bond Trustee, then as to such party, (a) any repayment of the Bond Claim shall be deemed final and indefeasible, not subject to subordination or recharacterization and otherwise unavoidable, (b) the Bond Claim shall constitute an allowed claim, not subject to subordination or recharacterization and otherwise unavoidable, for all purposes in the Chapter 11 Cases and any subsequent chapter 7 case or cases, (c) the Pre-Petition Liens on the Pre-Petition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, (d) the Bond Trustee, the Bond Claim and the Pre-Petition Liens of the Bond Trustee on the Pre-Petition Collateral shall not be subject to any other or further claims, causes of action or challenges by any party in interest including, without limitation, any successor thereto; and (e) the Bond Trustee, the Bondholders, and their respective affiliates, agents, attorneys, officers, directors and employees, shall be deemed released of all claims and/or causes of action by the Debtors, the Debtors' estates, all parties in interest, and any subsequently appointed trustee arising out of or based on any facts or circumstances occurring prior to the date hereof; provided further that if one or more claims are timely under this Paragraph 34 and properly filed, then except for such claims, all other potential claims and causes of action are hereby deemed forever waived and barred. Notwithstanding the foregoing, no claims or cause of actions of any kind or nature may be asserted against the Bondholders or the liens and claims granted to the Bondholders under and/or related to the DIP Loan.

35. Section 364(e); Section 506(c); Section 552(b). The Bondholders shall be entitled to all of the benefits of Section 364(e) of the Bankruptcy Code for all DIP Loan. Except to the extent of the Carve-Out, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Post-Petition

Collateral, the Pre-Petition Collateral or collateral subject to Rollover Liens and Supplemental Liens, pursuant to Section 506(c) or 552(b) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Bondholders and the Bond Trustee and no such consent shall be implied from any other action, inaction, or acquiescence by the Bondholders and/or the Bond Trustee.

Carve-Out

36. In partial consideration of the Debtors' acknowledgement of the debt due and owing and the Debtors' waiver of any claims under Sections 506(c) and 552(b) of the Bankruptcy Code, the Bondholders and Bond Trustee consent to the payment of certain expenses and professional fees incurred during the pendency of these Chapter 11 Case that shall be superior in all instances to the liens and claims of the Bondholders and Bond Trustee and all other parties (the "**Carve Out**"). For purposes hereof, the "**Carve Out**" means the sum of (a) the fees and expenses of professionals retained by the Debtors pursuant to Sections 327, 328, or 363 of the Bankruptcy Code (including the CRO) (the "**Debtor Professionals**"), exclusive of ordinary course, non-restructuring professionals of Debtors, if any, in an aggregate amount not to exceed the sum of: the dollar amount of such fees and expenses to the extent (i) incurred as of the Termination Date, plus up to $25,000 for necessary fees and expenses incurred following the Termination Date ("**Wind Down Expenses**"), (ii) provided for under the Budget (as accrued and regardless of whether approved and unpaid or pending approval by the Bankruptcy Court) through the Termination Date, exclusive of Wind Down Expenses, (iii) previously or subsequently allowed by Court order, and (iv) such amounts have not otherwise been paid, and there are no funds reserved for such fees and expenses including any retainers or reserves held by the Debtors for the payment of such fees and expenses, plus (b) the unpaid statutory fees of the U.S. Trustee pursuant to 28 U.S.C. § 1930 and the unpaid fees of the Clerk of this Court, together with interest, if any, at

the statutory rate, plus (c) the unpaid allowed fees and expenses of any Patient Care Ombudsman appointed under 11 U.S.C. § 333, plus (d) in the event one or more of the Facilities is closed, up to $100,000 to effectuate the orderly transition of the residents of such Facilities and the reasonable fees and expenses incurred by a trustee in performing his or her responsibilities under Section 704(a)(12) of the Bankruptcy Code ((a) through (d), collectively, the "**Carve-Out Expenses**"). Nothing herein shall constitute a waiver of any right of the Bondholders or the Bond Trustee to object to fees and expenses of any professionals or to challenge any assertion that any amount of the fees and expenses remain unpaid. Except to the extent of and in consideration of the Carve-Out, (a) no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Bondholders, the Bond Trustee, the Pre-Petition Collateral, or the Post-Petition Collateral, pursuant to Section 506(c) of the Bankruptcy Code or a similar principal of law; and (b) the "equities of the case" exception under Section 552(b) of the Bankruptcy Code is waived as to the Bondholders, the Bond Trustee, the Pre-Petition Collateral, and the Post-Petition Collateral.

37. Any payment or reimbursement made in respect of any Carve-Out Expenses incurred by any Debtor Professional on or after the Termination Date shall permanently reduce the Carve-Out on a dollar for dollar basis.

Credit Bid

38. The Bondholders and the Bond Trustee have an absolute right to credit bid their respective obligations in any sale or other disposition of their respective collateral under the

Bankruptcy Code. The Bondholders and the Bond Trustee may aggregate their respective credit bids to the extent the Bondholders and the Bond Trustee consent to such.

Miscellaneous

39. The Debtors shall execute and deliver to the Bondholders and the Bond Trustee as applicable, any and all such agreements, financing statements, instruments and other documents as such parties may reasonably request to evidence, confirm, validate or perfect the liens granted pursuant hereto. The Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents evidencing the DIP Loan; provided, however, that this Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Post-Petition Liens, Pre-Petition Liens, Rollover Liens and Supplemental Liens to the Bondholders and Bond Trustee, as applicable, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action to validate or perfect the Post-Petition Liens, Pre-Petition Liens, Rollover Liens and Supplemental Liens or to entitle those liens to the priorities granted herein.

40. Based on the findings herein set forth, and in accordance with Section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter modified, amended or vacated by a subsequent order of this or any other Court, no such modification, amendment or vacation shall affect the validity and enforceability of any lien or priority authorized or created hereby. Notwithstanding any such modification, amendment or vacation, any claim granted to the Bondholders and the Bond Trustee hereunder arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original provisions of this Final Order and the Bondholders and the Bond Trustee shall be

entitled to all of the rights, remedies, privileges and benefits, including the liens and priorities granted herein, with respect to any such claim.

41. Failure of Adequate Protection. Nothing herein shall constitute a waiver, release, or modification of the rights of the Bond Trustee to assert a claim under Bankruptcy Code Sections 364(c) or 507(b). The First Interim Order shall be deemed to constitute a request by the Bond Trustee for relief from the automatic stay with respect to the Pre-Petition Collateral and for adequate protection as of the Petition Date and shall suffice for all purposes of Section 507(b) of the Bankruptcy Code.

42. No Control. None of the Bondholders, nor the Bond Trustee shall be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms or any similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute) with respect to the operation or management of the Debtors, notwithstanding any consent to this Final Order and extending financial accommodations of any type, kind or nature under this Final Order.

43. To the extent obligations remain due and owing under the DIP Loan, such obligations of the Debtors in respect of the DIP Loan shall not be discharged by the entry of an order confirming a plan of reorganization or a plan of liquidation in the Chapter 11 Cases, but rather shall be required to be paid in full on the effective date of such plan, and, pursuant to Section 1141(d)(4) of the Bankruptcy Code, the Debtors has waived such discharge with respect

to the payment of the DIP Loan unless such obligations have been indefeasibly paid in full and all commitments have been terminated or the Bondholders shall have otherwise agreed in writing.

44. No Third Party Beneficiaries. The provisions of this Final Order shall be binding upon and inure to the benefit of the Bondholders, the Bond Trustee, the Debtors and their respective successors and assigns (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to the property of the estate of the Debtors). No rights are created hereunder for the benefit of any third party, any creditor, or any direct, indirect or incidental beneficiary.

45. Modification of Stay. The automatic stay imposed by virtue of Section 362 of the Bankruptcy Code is hereby vacated and modified insofar as necessary to permit (a) the Debtors to grant the Post-Petition Liens, the Rollover Liens and the Supplemental Liens to the Bondholders and the Bond Trustee, as applicable, (b) the Bond Trustee to accept and receive disbursements and/or payments and to apply moneys pursuant to the Bond Documents, (c) the Parties to take any action specifically authorized or contemplated by this Final Order and implement the DIP Loan, and (d) all acts, actions, and transfers contemplated herein, including without limitation, transfers or application of cash collateral and other funds to the Bondholders as provided herein;

46. Effectiveness. The findings of fact and conclusions of law contained in this Final Order shall take effect immediately upon entry of this Final Order. The liens and claims granted to the Bondholders and the Bond Trustee under the Interim Orders and this Final Order, and the priority thereof, and any payments made pursuant to the Interim Order and this Final Order, shall

be binding on the Debtors, any successor trustee or examiner, and all creditors of the Debtors, as provided in Section 364(e) of the Bankruptcy Code.

47. Any notice required hereunder shall be served on:

(a) *counsel to the Debtors*:

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(b) *counsel to the Bond Trustee*:

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(c) *the Office of the U.S. Trustee*:

Vanessa A. Leo
Office of the United States Trustee
362 Richard B. Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303
vanessa.a.leo@usdoj.gov

48. To the extent there exists any conflict between the Motion, any other motion, pleading, document, agreement or term sheet, any DIP Loan and the terms of this Final Order, this Final Order shall govern and control.

[End of Document]

Prepared and presented by:

SCROGGINS & WILLIAMSON, P.C.

By: /s/ J. Robert Williamson
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Counsel for UMB Bank, N.A., as indenture trustee

Distribution List

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EXHIBIT A

Regional Housing & Community Services Corp.

7 week actual and budget week 9 to 21

	ACTUAL										
	Interim 1				Interim 2		Interim 3				
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
	8/28/21	9/4/21	9/11/21	9/18/21	9/25/21	10/2/21	10/9/21	10/16/21	10/23/21	10/30/21	11/6/21
Beginning Cash	$ -	$ 39,081	$ 477,833	$ 308,194	$ 354,734	$ 261,490	$ 190,450	$ 420,048	$ 296,870	$ 156,587	$ 126,787
Cash Collections	$ -	$ 127,140	$ 321,837	$ 81,514	$ 6,666	$ 3,636	$ 422,925	$ 60,000	$ 8,000	$ 5,000	$ 10,000
Draw on DIP	$ -	$ 600,000	$ -		$ 150,000	$ -	$ 200,000		$ 250,000		$ 350,000
Cash Available	$ -	$ 766,221	$ 799,670	$ 389,708	$ 511,400	$ 265,126	$ 813,375	$ 480,048	$ 554,870	$ 161,587	$ 486,787
Cash Expenditures											
Payroll	$ -	$ 8,358	$ 183,292	$ 9,126	$ 179,590	$ 8,978	$ 175,905	$ -	$ 210,000	$ -	$ 210,000
Payroll Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Monthly Insurance GL PL Auto	$ -	$ 240,306	$ 283,827	$ -	$ 3,772	$ -	$ 191,831	$ -	$ -	$ -	$ 190,527
Petty Cash	$ -	$ -	$ -	$ 4,394	$ -	$ -	$ -	$ 1,850	$ -	$ 4,200	$ -
Bank Fees	$ -	$ -	$ -	$ -	$ 3,070	$ -	$ -	$ -	$ 3,000	$ -	$ -
Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent / Lease Equipment	$ -	$ 1,086	$ 10,805	$ -	$ 3,533	$ 921	$ 2,079	$ 3,582	$ 784	$ 1,100	$ 419
Resident Refund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Food and other supplies	$ -	$ -	$ -	$ -	$ 41,000	$ 21,000	$ -	$ 6,293	$ 12,500	$ 12,500	$ 12,500
Utility Deposits	$ -	$ -	$ -	$ -		$ 37,319	$ -	$ -	$ -	$ -	$ -
Utilities	$ -	$ 24,422	$ 8,152	$ -	$ 10,415	$ 1,633	$ 8,581	$ 50,000	$ 25,000	$ -	$ -
Other	$ -	$ 14,216	$ 5,400	$ 16,475	$ 8,530	$ 4,825	$ 14,931	$ 18,928	$ 10,000	$ 10,000	$ 10,000
Total Business Expenditures	$ -	$ 288,388	$ 491,476	$ 29,995	$ 249,910	$ 74,676	$ 393,327	$ 87,653	$ 268,284	$ 34,800	$ 430,446
Debtor Counsel				$ -	$ -	$ -		$ 60,000	$ 60,000		$ -
Debtor CRO				$ -	$ -	$ -		$ 30,000	$ 30,000		$ -
Claims Agent		$ -	$ -	$ 5,000	$ -	$ -			$ 40,000		
Patient Care Ombudsman											
US Trustee							$ -	$ 5,525			
Total Bankruptcy Related Costs	$ -	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ 95,525	$ 130,000	$ -	$ -
Ending Cash	$ -	$ 477,833	$ 308,194	$ 354,713	$ 261,490	$ 190,450	$ 420,048	$ 296,870	$ 156,587	$ 126,787	$ 56,340

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EXHIBIT A

	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Total
	11/13/21	11/20/21	11/27/21	12/4/21	12/11/21	12/18/21	12/25/21	1/1/22	1/8/22	1/15/22	
Beginning Cash	$ 56,340	$ 240,047	$ 224,077	$ 110,995	$ 90,711	$ 31,414	$ 80,445	$ 142,363	$ 97,080	$ 37,782	
Cash Collections	$ 226,529	$ 198,751	$ 5,000	$ 10,000	$ 226,529	$ 198,751	$ 5,000	$ 10,000	$ 226,529	$ 198,751	$ 2,352,558
Draw on DIP	$ -		$ 150,000		$ 150,000		$ 350,000		$ 150,000		$ 2,350,000
Cash Available	$ 282,870	$ 438,797	$ 379,077	$ 120,995	$ 467,241	$ 230,165	$ 435,445	$ 152,363	$ 473,609	$ 236,533	
Cash Expenditures											
Payroll	$ -	$ -	$ 210,000	$ -	$ 210,000	$ -	$ 210,000	$ -	$ 210,000	$ -	$ 1,825,249
Payroll Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Monthly Insurance GL PL Auto	$ -	$ -	$ -	$ -	$ 190,527	$ -	$ -	$ -	$ 190,527	$ -	$ 1,291,317
Petty Cash	$ 4,740	$ 1,850	$ -	$ -	$ 4,700	$ 2,000	$ -	$ -	$ 4,700	$ 2,000	$ 30,434
Bank Fees	$ -	$ 3,000				$ 3,000				$ 3,000	$ 15,070
Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent / Lease Equipment	$ 3,583	$ 370	$ 3,582	$ 784	$ 1,100	$ 419	$ 3,582	$ 784	$ 1,100	$ 419	$ 40,032
Resident Refund	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 98,000
Food and other supplies	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 230,793
Utility Deposits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,319
Utilities	$ 5,000	$ 50,000	$ 25,000	$ -	$ -	$ 5,000	$ 50,000	$ 25,000	$ -	$ -	$ 288,203
Other	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 213,305
Total Business Expenditures	$ 42,823	$ 84,720	$ 268,082	$ 30,284	$ 435,827	$ 39,919	$ 293,082	$ 55,284	$ 435,827	$ 34,919	
Debtor Counsel	$ -	$ 60,000				$ 60,000				$ 60,000	$ 300,000
Debtor CRO	$ -	$ 30,000				$ 30,000				$ 30,000	$ 150,000
Claims Agent		$ 40,000				$ 15,000				$ 15,000	$ 115,000
Patient Care Ombudsman						$ 4,800					$ 4,800
US Trustee										$ 22,000	$ 27,525
Total Bankruptcy Related Costs	$ -	$ 130,000	$ -	$ -	$ -	$ 109,800	$ -	$ -	$ -	$ 127,000	
Ending Cash	$ 240,047	$ 224,077	$ 110,995	$ 90,711	$ 31,414	$ 80,445	$ 142,363	$ 97,080	$ 37,782	$ 74,613	

EXHIBIT B – PERMITTED LIENS

Debtor	Creditor	Collateral	Date Filed
RHCSC Montgomery I AL Holdings	Navitas Credit Corp. 201 Executive Center Drive Suite 100 Columbia, SC 29210	UCC-1 asserting interest in certain equipment	10/12/2018
RHCSC Montgomery I AL Holdings	TCP Leasing, Inc. 8364-102 Six Forks Road Raleigh, NC 27615 American Commerce Bank PO Box 309 Bremen, GA 30110	UCC-1 asserting interest in certain equipment	12/11/2019 Amendment 03/10/2020
RHCSC Montgomery I AL Holdings	TCP Leasing, Inc. 8364-102 Six Forks Road Raleigh, NC 27615 First Federal Bank PO Box 1049 Dunn, NC 28335	UCC-1 asserting interest in certain equipment	12/11/2019 Termination 04/07/2020
RHCSC Social Circle Health Holdings	Sherwin-Williams Company 2800 Century Parkway, NE Suite 1000 Atlanta, GA 30345	Claim of Lien	01/10/2020
RHCSC Social Circle AL Holdings	Hitachi Capital America Corp. 7808 Creekridge Circle Suite 250 Edina, MN 55439	UCC-1 asserting interest in certain equipment	10/26/2018
RHCSC Savannah AL Holdings	Hitachi Capital America Corp. 7808 Creekridge Circle	UCC-1 asserting interest in certain equipment	10/26/2018

EXHIBIT B – PERMITTED LIENS

	Suite 250 Edina, MN 55439		
RHCSC Rome AL Holdings	Hitachi Capital America Corp. 7808 Creekridge Circle Suite 250 Edina, MN 55439	UCC-1 asserting interest in certain equipment	10/26/2018
RHCSC Columbus AL Holdings	Hitachi Capital America Corp. 7808 Creekridge Circle Suite 250 Edina, MN 55439	UCC-1 asserting interest in certain equipment	10/26/2018
RHCSC Columbus AL Holdings	CT Corporation System, as Representative 330 N. Brand Blvd. Suite 700 Attn: SPRS Glendale, CA 91203	UCC-1 asserting interest in certain equipment	07/09/2021
RHCSC Douglas AL Holdings	Hitachi Capital America Corp. 7808 Creekridge Circle Suite 250 Edina, MN 55439	UCC-1 asserting interest in certain equipment	10/26/2018
RHCSC Douglas AL Holdings	Department of Labor State of Georgia Employer Accounts Section Sussex Place - Room 738 148 Andrew Young International Blvd. Atlanta, GA 30303	Unemployment tax fifa	12/26/2019
RHCSC Gainesville AL Holdings	City of Gainesville State of Georgia	Tax fifa	04/09/2021
RHCSC Gainesville Health Holdings	City of Gainesville State of Georgia	Tax fifa	04/09/2021

Exhibit C

PRIMING SECURED DIP PROMISSORY NOTE

$[_____][1] [October __, 2021]

FOR VALUE RECEIVED, each of the undersigned borrowers (each, a "**Borrower**" and collectively, the "**Borrowers**"), having an address at Regional Housing & Community Services Corporation, 400 2nd Avenue, NW, Hickory, NC 28601, Attention: Bryan W. Starnes, HEREBY PROMISES TO PAY to the order of _____ (the "**Lender**"), 6363 College Boulevard, Overland Park, Kansas 66211 in lawful money of the United States and in immediately available funds, the principal amount of _____ or the aggregate amount of all unpaid loans ("**Advances**") made to the Borrowers by the Lender from time to time on or after August 26, 2021 pursuant to the Approval Orders, whichever is less, as herein set forth, and to pay interest from the date of any Advance, on the unpaid principal amount of this Priming Secured DIP Promissory Note (this "**Note**") from time to time, in like money, at said office, at a rate per annum equal to 7.5% per annum (such rate, the "**Interest Rate**"). All Advances made to the Borrowers by the Lender under this Note and all payments, if any, of principal amounts in respect of such Advances may be endorsed by the Lender on Schedule A attached to this Note, which endorsements shall, in the absence of manifest error, be conclusive as to the outstanding principal amount of all Advances; provided, however, that the failure to make such notation with respect to any Advance or payment shall not limit or otherwise affect the obligations of the Lender or Borrowers under this Note.

1. Terms Defined. As used in this Note, unless otherwise defined herein, the following terms have the following respective meanings:

"**Account**" shall have the meaning ascribed to it in the UCC and shall include, without limitation, (a) all accounts, general intangibles, rights, remedies, guaranties, and security interests in respect of the goods or services provided by any Borrower, (b) all rights of enforcement and collection, all books and records evidencing or related to the foregoing, and all rights under this Note in respect of the foregoing, (c) all information and data compiled or derived by any Borrower in respect of the foregoing, and (d) all proceeds of any of the foregoing.

"**Approval Order**" shall mean any of the First Interim Order, the Second Interim Order, the Third Interim Order, and the Final DIP Order.

"**Avoidance Claim**" shall mean any claim that could be asserted by or on behalf of any Borroweror Estate against a Person under 11 U.S.C. §§ 544, 546, 547, 548, 549, 550 or 553, or an any alter ego claim to the extent such alter ego claim could be asserted by or on behalf of any Estate.

[1] There will be two notes, one in favor of each of the Bondholders. The total amount advanced pursuant to the Notes will be $2,350,000. The amounts set forth on Schedule A will be pro rated between the two Bondholders to reflect the fact that there are two Lenders.

"**Bankruptcy Cases**" means the jointly administered bankruptcy cases filed by the Borrowers under Chapter 11 of Title 11, United States Code, which cases are currently pending in the Bankruptcy Court under case number 21-41034-pwb.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Rome Division, in which the Bankruptcy Cases are pending.

"**Business Day**" means any day other than a Saturday, Sunday or any day on which banking institutions in New York City, New York are permitted or required by law, executive order or governmental decree to remain closed or a day on which Lender is closed for business.

"**Carve-Out**" shall have the meaning given to such term in the Final DIP Order.

"**Debtor Professionals**" shall mean any Professional Person(s) employed by Borrowers pursuant to Sections 327, 328 or 363 of the Bankruptcy Code, exclusive of ordinary course, non-restructuring professionals.

"**Default Rate**" means the Interest Rate plus four percent (4.0%).

"**Estate**" shall mean the estate created in the Bankruptcy Case pursuant to Section 541 of the Bankruptcy Code. "**Estates**" shall mean the collective Estates of all Borrowers.

"Final DIP Order" shall mean 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 dated October ___, 2021.

"**First Interim Order**" means the Interim 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; (II) Authorizing the Use of Cash Collateral by the Debtors; and (III) Scheduling a Final Hearing dated September 2, 2021 [Docket No. 35].

"**Lien**" shall mean any mortgage, pledge, security interest, encumbrance, restriction, lien or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof), or any other arrangement pursuant to whichtitle to the property is retained by or vested in some other Person for security purposes.

"**Material Adverse Effect**" shall mean the effect of any event, condition, act, omission or circumstance, which, alone or when taken together with other events, conditions, acts, omissions or circumstances occurring or existing concurrently therewith, has a material adverse effect on (a) the condition (financial or otherwise), results of operations, assets, business or properties or prospects of the Borrowers taken as a whole, (b) Borrowers' ability, taken as a whole, to duly and punctually pay or perform in its post-petition obligations, (c) the value of the Collateral, (d) Lender's liens on the Collateral or the priorityof any such Lien, or (e) the practical realization of the benefits of Lender's rights and remedies under this Note.

"**Maturity Date**" means January 15, 2022.

"**Person**" means any individual, corporation, partnership, limited liability partnership, limited liability company, association, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof, or other entity.

"**Permitted Liens**" shall have the meaning given to such term in the Final DIP Order.

"**Petition Date**" means August 26, 2021.

"Prohibited Use" shall have the meaning given to such term in the Final DIP Order.

"Second Interim Order" means the Second Interim 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 dated September 22, 2021 [Docket No. 58].

"Superpriority Claim" shall mean a claim against Borrowers in the Bankruptcy Case that is an administrative expense claim having priority over any and all administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code, including, without limitation, a claim pursuant to Section 364(c)(1) of the Bankruptcy Code.

"**Termination Date**" means the earliest of (a) the occurrence of an Event of Default or (b) the Maturity Date.

"**Third Interim Order**" means the Third Interim 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; (II) Authorizing the Use of Cash Collateral by the Debtors; and (III) Scheduling a Final Hearing, dated September 30, 2021 [Docket No. 65].

"**Uniform Commercial Code**" or "**UCC**" means the Uniform Commercial Code as in effectfrom time to time in the State of Georgia.

"**United States Trustee**" shall mean the United States Trustee for the judicial district in whichthe Bankruptcy Case is pending.

2. Term of the Note. The term ("**Term**") of this Note shall commence as of the Petition Date and shall end on the Termination Date. The Lender may extend the Termination Date, including the Maturity Date, in its sole discretion. After the Termination Date no further Advances shall be available from the Lender.

3. Advance Requests. Subject to the terms and conditions of this Note and the Approval Orders, and so long as the Termination Date has not occurred, Lender will make Advances to Borrowers upon the written request of Borrowers on such day as Borrowers may

request in accordance herewith (such day is referred to herein as the "**Funding Date**"); provided, however, Lender shall have no obligation to make Advances earlier than the times or in amounts greater than as set forth in the Budget. To request an Advance, Borrowers shall deliver via email to Lender at mjhunjhunwala@ecofininvest.com and cwittkopf@ecofininvest.com and counsel to Lender at walshke@gtlaw.com and azanoch@gtlaw.com at least five (5) Business Days prior to such Funding Date a written request for an Advance substantially in the form of Exhibit 3 hereto. Borrowers acknowledge that Lender may rely on Borrowers' signature on such request by scanned image, which shall be legally binding upon Borrowers. A request by Borrowers for an Advance hereunder shall be irrevocable. Each request for an Advance shall be consistent with the Budget. All Advances to the Borrowers, and all interest that accrues on such Advances, and any other fees, penalties, or other amounts owed by the Borrowers in connection with this Note shall be joint and several obligations of each of the Borrowers.

4. Use of Proceeds.

a. Proceeds of the Advances shall be utilized only in accordance with the Budget in order to pay: (i) general working capital and operational expenses; and (ii) administrative costs of the Bankruptcy Cases.

b. Neither the proceeds of the Advances nor the Carve-Out (as defined below) shall be utilized for any Prohibited Use.

5. Payments. All Advances, together with all interest accrued thereon, shall be due and payable on the Termination Date, unless any earlier date is set forth herein. All amounts payable by Borrowers hereunder shall be remitted to Lender in immediately available funds not later than 11:00 a.m. (Eastern Time) on the day due. Prior to the occurrence of the Termination Date, payments by the Borrowers shall be applied first to unpaid accrued interest on the aggregate outstanding principal amount of the Advances, second to the principal of the Advances, and finally to any other amounts due from Borrowers under this Note. Borrowers acknowledged that following the occurrence of the Termination Date, Lender may apply all amounts received hereunder to the Borrowers' obligations under this Note in such order as Lender may in its sole discretion determine.

6. Collateral. To secure the payment, promptly when due, and the punctual performance, of each Borrower's obligations, including without limitation the obligation to repay all Advances, together with all interest accrued thereon, under this Note (collectively, the "**Obligations**"), each Borrower, upon entry of the First Interim Order, and further pursuant to the Final DIP Order, hereby grants to Lender a continuing security interest in and Lien upon, and pledges to Lender, all of its right, title and interest in and to all currently owned or hereafter acquired property and assets of the Borrowers or the Borrowers' respective bankruptcy Estates of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including, without limitation, accounts, inventory, equipment, capital stock in subsidiaries, investment property, instruments, chattel paper, real estate, leasehold interests, contracts, patents, copyrights, trademarks, deposit accounts, intercompany claims, claims against affiliates, causes of action, tax refund claims, commercial tort claims, insurance proceeds and insurance premium refunds, and

the proceeds, products, rents and profits of all of the foregoing (collectively, the **"Collateral"**), subject only to (i) Permitted Liens, if any, and (ii) the Carve-Out.

7. Priority of and Perfection Security Interest in Collateral. The security interests and liens in the Collateral securing the Obligations (the "**DIP Liens**") shall be authorized and approved by the Bankruptcy Court pursuant to Bankruptcy Code §§ 364(d)(1), to constitute a lien on and in the Collateral ranking senior to all other claims and liens of Borrowers, including without limitation any preexisting liens and security interests on the Collateral, subject only to the Permitted Liens and the Carve-Out. The Final DIP Order shall provide that the DIP Liens shall not be subject to challenge and shall attach and become valid, enforceable and perfected without the requirement of any further action by the Lender.

8. Exemption from Surcharge. In partial consideration for the Carve-Out, pursuant to the Final DIP Order and effective upon entry of the Final DIP Order, Borrowers (and any successors thereto or any representatives thereof, including any trustees or professionals appointed in the bankruptcy case or any successor case) agree not to assert any rights, benefits or causes of action under Section 506(c) of the Bankruptcy Code or the "equities of the case" exception under Section 552(b) of the Bankruptcy Code as they may relate to or be asserted against the Lender, the DIP Liens, or the Collateral.

9. Conditions to Advances. Each Advance is subject to the following conditions precedent, provided that Lender may in its sole and absolute discretion waive any condition precedent set forth herein:

a. Borrowers shall have delivered to Lender an executed copy of this Note;

b. Borrowers shall have delivered to Lender all financial reports and information for Borrowers as Lender may reasonably request;

c. Borrowers permit any of Lender's officers or other representatives to visit and inspect Borrowers' locations or where any Collateral is kept during regular business hours and upon reasonable prior notice, and subject to the provisions of any confidentiality agreement between the parties, to examine and audit all of Borrowers' books of account, records, reports and other papers, to make copies and extracts therefrom (except as may be prohibited by applicable privacy laws with respect to personnel and resident or medical files) and to discuss its affairs, finances and accounts with its officers, employees, accountants and attorneys;

d. No Event of Default shall have occurred and be continuing;

e. After giving effect to such Advance, the aggregate amount of all Advances (including Advances made by Ecofin Tax-Advantaged Social Impact Fund, Inc. shall not exceed $2,350,00;

f. The Termination Date has not occurred; and

g. The Final DIP Order shall have been entered, shall be in full force and effect and shall not have been vacated, reversed, modified or stayed in any respect.

The foregoing provisions shall not apply to (i) the $600,000 advance made to the Borrowers on September 2, 2021 which was made pursuant to the First Interim Order, (ii) the $150,000 advance made to the Borrowers on or around September 22, 2021, which was made pursuant to the Second Interim Order, or (iii) the $200,000 advance made to the Borrowers on or around October 7, 2021 pursuant to the Third Interim Order.

10. The Budget.

a. Budget. In connection with approval of the Final DIP Order, the Borrowers shall provide Lender a 13-week budget, subject to Lender's approval. On the first of each month thereafter, the Borrowers shall provide the Lender a revised budget so that the revised budget extends 13 weeks past the date such budget is provided. Such budget shall become the operative Budget following approval by the Lender and compliance with any other such requirements set forth in the Final DIP Order (following such approval and compliance, such budget shall be termed the "**Budget**"). The Borrowers may only make expenditures that are in Compliance with the Budget. Compliance with the Budget ("**Compliance**") means that the Borrowers may make expenditures as set forth in the Budget for an applicable measuring period (each, a "**Measuring Period**"), subject to Permitted Variances. A "**Permitted Variance**" shall mean, for any week set forth in the Budget, (i) any favorable variance, or (ii) an unfavorable variance of not more than the greater of ten (10%) percent with respect to any disbursement line item in the Budget or ten (10%) percent in aggregate disbursements; provided, however, no unfavorable variance shall be permitted for payment of any professionals retained by the Debtors unless approved in writing by counsel for the Bondholders.. Any expenditures not made in a particular week of the Budget may be rolled over into a subsequent week and the Budget shall be recalculated to account for such rolled over expenditures. The amount of Debtor Professional Fees as set forth in the Budget may be paid by the Debtors during the corresponding week set forth in the Budget to counsel for the Debtors as provided in the Final DIP Order.

b. Budget Variance and Financial Reports. Borrowers shall deliver to Lender the following(all to be in form and substance satisfactory to Lender):

i. The Borrowers shall provide to Lender each Friday, a weekly report (the "**Weekly Budget Report**") certified by the chief restructuring officer of the Borrowers (the "**CRO**") in the same form as the Budget, indicating all receipts received and disbursements made by the Borrowerss for the prior week compared to the Budget, indicating any variances, and providing written explanation of any variances that are not Permitted Variances. Lender (and Lender's professionals, including counsel) shall have independent access to

the CRO to discuss the weekly report and any other financial reports produced by the Borrowers, as well as sale and restructuring options provided, however, that counsel for the Lender shall only be permitted to communicate directly with the CRO upon providing counsel to the Debtors reasonable notice of such proposed communication and an opportunity to participate;

ii. Borrowers shall provide to Lender a monthly reporting package, no later than 30 days after the end of each calendar month, including cash flow, income statement and balance sheet for such month, accounts payable and receivable reports with aging information; and

iii. Borrowers shall provide to Lender, as promptly as reasonably practicable from time to time following Lender's reasonable request therefor, such other information (including historical information) regarding the operations, business affairs and financial condition of the Borrowers, or information about the Bankruptcy Cases or compliance with this Note.

11. Events of Default. Each of the following events shall constitute an event of default ("**Event of Default**") on the third (3rd) Business Day following receipt by Borrowers of written notice from Lender of the occurrence of such event, if not cured or waived in writing by the Lender during prior to the expiration of such three (3) day period. Lender shall thereupon have the option to declare the Obligations immediately due and payable, all without demand, further notice, presentment or protest or further action of any kind. An Event of Default resulting from the occurrence of any of the events or conditions set forth in subparagraph (g) shall automatically cause an acceleration of the Obligations and shall constitute an Event of Default immediately on occurrence without prior notice by the Lender:

a. Final DIP Order Defaults – if any of the events constituting an Event of Default under the Final DIP Order shall occur;

b. Additional Covenant Defaults – if Borrowers fail to perform, comply with or observe any covenant or undertaking contained in this Note not otherwise described in this Section 11;

c. Insurance – if any Borrower fails to maintain liability insurance and insurance against fire, flood, casualty, and other hazards, all in such amounts, with such deductibles and with such insurers as are currently in place with Borrowers, and all such insurance fails to contain standard additional insured provisions in favor of Lender;

d. Uninsured Loss – if there shall occur any uninsured damage to or loss, theft, or destruction in excess of $100,000 with respect to any portion of Borrowers' Property;

e. Injunction – if any Borrower is enjoined, restrained or in any way prevented by the orderof any court or any governmental authority from conducting all

or any material part of their business for more than three (3) consecutive days;

f. Operations – if (i) any Borrower fails to have all certificates, accreditations and licenses reasonably necessary to conduct its business; (ii) any Borrower fails to preserve and keep in full force and effect its legal existence, good standing, rights and franchises; (iii) any Borrower fails to maintain all current material payor contracts and all agreements with health insurers, health maintenance organizations, preferred provider organizations, managed care organizations or other entity that is licensed by a state for the provision or arrangement of health insurance, health benefits or health care services; (iv) any Borrower loses for any reason the right to receive Medicare or Medicaid reimbursement, or if there occurs any Material Adverse Effect upon such reimbursements or any material change in coverage for services or material change in payment rates; (v) any investigation, survey, review, audit or change of law, rule or regulation could be reasonably expected to have a material adverse effect upon any Borrower's Medicare or Medicaid reimbursement; (vi) any Borrower fails to be in compliance with any and all laws, ordnances, governmental rules and regulations, and court or administrative orders or decrees to which it is subject, whether federal, state or local, (including without limitation environmental or environmental-related laws, statutes, ordinances, rules, regulations and notices); (vii) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty (whether or not insured) causes, for more than three (3) consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of the Borrowers, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect; (viii) without Lender's consent Borrowers shall discontinue or suspend all or any material part of their business operations, commence an orderly wind-down or liquidation of any material part of the Collateral, or file a motion or other application seeking authority to do any of the foregoing; or (ix) any payor conducts a surcharge, recoupment, or setoff of accounts receivable of the Borrowers exceeding $10,000.00 on a cumulative post-petition basis;

g. Certain Bankruptcy Events – if any order shall be entered by the Bankruptcy Court or any other court of competent jurisdiction (i) converting the Bankruptcy Case, or the bankruptcy case of any Borrower to a case under Chapter 7 of the Bankruptcy Code, (ii) appointing a trustee for any Borrower provided that the Lender has not consented in writing to such appointment, (iii) dismissing the Bankruptcy Cases, or the bankruptcy case of any Borrower provided that the Lender has not consented in writing to such dismissal, (iv) which provides relief from the automatic stay otherwise imposed pursuant to Bankruptcy Code § 362 that permits any creditor to realize upon, or to exercise any right or remedy with respect to, any material portion of the Collateral, (v) which provides relief from the automatic stay

otherwise imposed pursuant to Bankruptcy Code § 362 that permits any Person to terminate any permit, license or similar agreement, (vi) terminating the Borrowers' exclusive right to seek approval of Plan of Reorganization; or

h. Material Adverse Effect – Lender reasonably determines that an event has occurred following entry of the Final DIP Order which would reasonably be likely to have a Material Adverse Effect.

12. Rights and Remedies on Default.

a. In addition to all other rights, options and remedies granted or available to Lender under this Note, or otherwise available at law or in equity, upon or at any time after the occurrence and during the continuance of an Event of Default, Lender may, in its discretion, withhold or cease making Advances, and may terminate its commitment to make Advances under this Note.

b. In addition to all other rights, options and remedies granted or available to Lender under this Note, otherwise available at law or in equity, and subject to the terms of the Approval Orders, Lender may, upon or at any time after the occurrence of an Event of Default, exercise all rights under the UCC, the Bankruptcy Code, the Approval Orders, and any other applicable law or in equity, including (without limitation) the following rights and remedies:

i. The Lender shall have standing to move for an order to cause Borrowers to engage in a process to liquidate their assets pursuant to Bankruptcy Code § 363, and there shall be deemed to be good cause for such relief; and

ii. Subject to the terms of the Final DIP Order, the automatic stay shall terminate without further application or motion to, or order from, the Court, to allow the Lender to foreclose or otherwise enforce its security interests and liens on any or all of the Collateral or to exercise any other remedies available to the Lender under applicable law.

c. All rights and remedies granted Lender hereunder, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and Lender may proceed with any number of remedies at the same timeuntil all Obligations are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and Lender, upon or at any time after the occurrence of an Event of Default, may proceed against Borrowers at any time, under any agreement, with any available remedy and in any order.

d. If any Event of Default shall occur and be continuing, the rate of interest applicable to each Advance then outstanding shall be the Default Rate. The

Default Rate shall apply to all amounts outstanding from the date of the Event of Default until the date such Event of Default is waived or cured.

13. Miscellaneous.

a. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF GEORGIA. THE PROVISIONS OF THIS NOTE ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

b. Credit Bid. Borrowers acknowledge and agree that at any sale of the Collateral or any part thereof, the Lender shall be entitled to credit bid up to the full amount then due and owing to the Lender by Borrowers, including pursuant to Bankruptcy Code § 363(k), without limitation, set-off or other reduction.

c. Time. Whenever Borrowers shall be required to make any payment, or perform any act, on a day which is not a Business Day, such payment may be made, or such act may be performed, on the next succeeding Business Day. Time is of the essence in Borrowers' performance under all provisions of this Note.

d. Notices.

i. Any notices or consents required or permitted by this Note shall be in writing andshall be deemed given if delivered in person or if sent by facsimile or by nationally recognized overnightcourier, or via first class, Certified or Registered mail, postage prepaid, to the address of such party set forth on the signature pages hereof, unless such address is changed by written notice hereunder.

ii. Any notice sent by Lender or Borrower by any of the above methods shall be deemed tobe given when so received.

iii. Lender shall be fully entitled to rely upon any facsimile transmission, email, or other writing purported to be sent by any Authorized Officer (whether requesting an Advance or otherwise) as being genuine and authorized.

e. Modification. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Borrowers and Lender.

f. CONSENT TO JURISDICTION. BORROWERS AND LENDER EACH HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF

THE BANKRUPTCY COURT, OR IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY AND ALL ACTIONS AND PROCEEDINGS ARISING HEREUNDER, THEN BORROWER HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN GEORGIA. BORROWERS WAIVE ANY OBJECTION TO IMPROPER VENUE AND FORUM NON-CONVENIENS TO PROCEEDINGS IN ANY SUCH COURT AND ALL RIGHTS TO TRANSFER FOR ANY REASON. BORROWERS IRREVOCABLY AGREE TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESS OF THE APPROPRIATE PARTY SET FORTH HEREIN.

g. WAIVER OF JURY TRIAL. BORROWERS AND LENDER EACH HEREBY WAIVEANY AND ALL RIGHTS EACH MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST LENDER WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

h. Bankruptcy Court Orders Paramount. In the event of any direct conflict between the terms and conditions of this Note and the specific terms and conditions of the Approval Orders, the terms and conditions of the Approval Orders shall prevail. Nothing set forth in this Agreement shall require the Borrowers to act or fail to act in a manner that would violate the Bankruptcy Code or any order of the Bankruptcy Court, without prejudice to Lender's ability to declare the occurrence of an Event of Default based upon such action or failure to act.

IN WITNESS WHEREOF, each of the Borrowers has caused this Note to be executed on the day and year first above written.

BORROWERS:

Regional Housing & Community Services Corporation
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
RHCSC Social Circle Health Holdings, LLC
RHCSC Montgomery I AL Holdings LLC
RHCSC Montgomery I Health Holdings, LLC
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 II AL Holdings, LLC
RHCSC Montgomery II Health Holdings, LLC

By: _____
Name: Bryan W. Starnes
Title: Authorized Officer

SCHEDULE A

Advances and Payments

Date	**Amount of Advance**	**Amount of Principal Repaid**	**Cumulative Unpaid Principal Balance of Note**
September 2, 2021	$600,000		$600,000
September 22, 2021	$150,000		$750,000
October 7, 2021	$200,000		$950,000

EXHIBIT 3

Form of Advance Request

_____, 2021

Ecofin Advisors LLC
[street]501 Santa Monica Blvd.,
[city, state]

Re: Priming Secured DIP Promissory Note

Ladies and Gentlemen:

Pursuant to Section 3 of Priming Secured DIP Promissory Note, dated as of September [ ], 2021 (as from time to time may be amended, restated, supplemented or otherwise modified, the "Note") between Regional Housing & Community Services Corporation; RHCSC Rome AL Holdings LLC; RHCSC Rome Health Holdings LLC; RHCSC Savannah AL Holdings, LLC; RHCSC Sa-vannah Health Holdings, LLC; RHCSC Social Circle AL Holdings, LLC; RHCSC Social Circle Health Holdings, LLC; RHCSC Montgomery I AL Holdings LLC; RHCSC Montgomery I Health Holdings, LLC; RHCSC Co-lumbus AL Holdings, LLC; RHCSC Columbus Health Holdings, LLC; RHCSC Doug-las AL Holdings, LLC; RHCSC Douglas Health Holdings, LLC; RHCSC Gainesville AL Holdings, LLC; RHCSC Gainesville Health Holdings, LLC; RHCSC Montgomery II AL Holdings, LLC; RHCSC Mont- gomery II Health Holdings, LLC (the "Borrowers") and [_____] (the "Lender"), Borrowers hereby request the following Advance:

(1) The date of the proposed Advance is____, 2021 (which day is a Funding Date under the Note); and

(2) The aggregate amount of the proposed Advance is $_____.

Borrowers hereby certify that on and as of the date hereof, and on and as of the Funding Date of the proposed Advance, before and after giving effect to such Advance:

(a) Any representations and warranties of Borrowers contained in the Note are and will be true and correct in all material respects as of the date hereof, except to the extent that such representation or warranty relates to a specificdate, in which case such representation and warranty shall be true and correct as of such earlier date;

(b) Borrowers are and will be in compliance with all the terms, covenants and conditions of the Note; and

(c) No Event of Default exists or will result from the proposed Advance.

Capitalized terms used herein but not defined herein have the meanings assigned such terms inthe Note.

Very truly yours,

BORROWERS,
as Debtors and Debtors-In-Possession

By: _____

Title: _____

United States Bankruptcy Court

Northern District of Georgia

In re:

Regional Housing & Community Services Co

RHCSC Gainesville Health Holdings LLC

Debtors

Case No. 21-41034-pwb

Chapter 11

CERTIFICATE OF NOTICE

District/off: 113E-6 User: bncadmin

Date Rcvd: Oct 18, 2021 Form ID: pdf492 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 20, 2021:

Recip ID		Recipient Name and Address
db	+	Regional Housing & Community Services Corporation, P.O. Box 2568, Hickory, NC 28603-2568
	+	Charles W. Azano, GREENBERG TRAURIG, LLP, One International Place, Ste 2000, Boston, MA 02110-2612
	+	J. Robert Williamson, SCROGGINS & WILLIAMSON, P.C., 4401 Northside Parkway, Suite 450, Atlanta, Georgia 30327-3011
	+	Vanessa A. Leo, OFFICE OF THE US TRUSTEE, 362 Richard Russell Fed Bldg, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3330

TOTAL: 4

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 20, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 18, 2021 at the address(es) listed below:

Name	Email Address
Ashley Reynolds Ray	on behalf of Debtor RHCSC Savannah AL Holdings LLC aray@swlawfirm.com rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
Ashley Reynolds Ray	on behalf of Debtor RHCSC Montgomery I AL Holdings LLC aray@swlawfirm.com rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
Ashley Reynolds Ray	on behalf of JointAdmin Debtor RHCSC Montgomery I AL Holdings LLC aray@swlawfirm.com rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com

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rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com

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Vanessa A. Leo
on behalf of U.S. Trustee Office of the United States Trustee ustpregion21.at.ecf@usdoj.gov Vanessa.A.Leo@usdoj.gov

TOTAL: 73