

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

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

NOTICE OF FILING AMENDMENT TO ASSET PURCHASE AGREEMENT
(THE LANDINGS OF DOUGLAS)

COME NOW the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”)¹ by and through the undersigned counsel, and hereby file this Amendment to Asset Purchase Agreement (the “Amendment”) attached hereto as Exhibit 1 which reflects certain amendments to the terms and conditions of a proposed sale transaction between RHCSC Douglas AL Holdings LLC and RHCSC Douglas Health Holdings LLC (collectively, the “Sellers”), on the one hand, and Olawale Abimbola (the “Buyer”) on the other hand which are reflected in an Asset Purchase Agreement (the “APA”) dated March 28, 2025 and filed with the Court on April 1, 2025 [Dkt. No. 360]. The Debtors intend to seek approval of the APA, as amended, pursuant to the procedures set forth in the *Order Establishing Notice And Objection Procedures With Respect To Debtors’ Motion For Authority To Sell Assets Free And Clear Of Liens, Claims, And Encumbrances* [Dkt. No. 173] which was entered by the Court on August 5, 2022.

¹ The Debtors in these Chapter 11 cases include: Regional Housing & Community Services Corporation, RHCSC Columbus AL Holdings LLC, RHCSC Columbus Health Holdings LLC, RHCSC Douglas AL Holdings LLC, RHCSC Douglas Health Holdings LLC, RHCSC Gainesville AL Holdings LLC, RHCSC Gainesville Health Holdings LLC, RHCSC Montgomery I AL Holdings LLC, RHCSC Montgomery I Health Holdings LLC, RHCSC Montgomery II AL Holdings LLC, RHCSC Montgomery II Health Holdings LLC, RHCSC Rome AL Holdings LLC, RHCSC Rome Health Holdings LLC, RHCSC Savannah AL Holdings LLC, RHCSC Savannah Health Holdings LLC, RHCSC Social Circle AL Holdings LLC, and RHCSC Social Circle Health Holdings LLC.



This 20th day of May, 2025.

4401 Northside Parkway
Suite 230
Atlanta, GA 30327
T: (404) 893-3880
F: (404) 893-3886
E: rwilliamson@swlawfirm.com
aray@swlawfirm.com
mlevin@swlawfirm.com

Respectfully submitted,

SCROGGINS, WILLIAMSON & RAY, P.C.

/s/ Ashley R. Ray

J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
Georgia Bar No. 601559
MATTHEW W. LEVIN
Georgia Bar No. 448270

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into this 15th day of April 2025, by and between (i) Olawale Abimbola (“**Buyer**”) and (ii) RHCS Douglas AL Holdings LLC and RHCS Douglas Health Holdings LLC (together, the “**Sellers**” and collectively with the Buyer, the “**Parties**”). UMB Bank, N.A., serves as successor trustee (the “**Trustee**”) with respect to certain bonds (the “**Bonds**”) related to the Purchased Assets (as defined in the Agreement), and as directed by the holder of the Bonds, consents to and acknowledges the transactions contemplated by this Agreement.

PREMISES:

- A. Buyer and Seller entered into that certain Asset Purchase Agreement dated as of March 28, 2025 (hereinafter referred to as the “**Agreement**”) for the purchase and sale of real property and related assets located at 1360 West Gordon Street, Douglas, GA 31533, as more particularly described in the Agreement (the “**Property**”).
- B. Buyer has requested that Seller extend the Target Closing Date (as defined in the Agreement) to May 27, 2025.
- C. Seller has agreed to such request of Buyer, pursuant to the terms and conditions of this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Capitalized Terms.** All capitalized terms contained in this Amendment and not otherwise defined herein shall have the same meaning afforded to them in the Agreement.
- 2. **Modification.** The Agreement is hereby amended as set forth in Section 3 and 4 hereof.
- 3. **Replacement of Section 3.2.** Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

Deposit. Buyer has delivered \$81,000 (the “**Initial Deposit**”) to Crown Title (the “**Title Insurer**”), to be held in accordance with the terms of an escrow agreement agreed to by the Parties, and approved by the Trustee, or otherwise in accordance with this Agreement. By no later than April 17, 2025, Buyer shall deliver an additional \$100,000 (the “**Second Deposit**”; and together with the Initial Deposit, the “**Deposit**”) to the Title Agent, which shall also be held in accordance with the terms of an escrow agreement agreed to by the Parties, and approved by the Trustee, or otherwise in accordance with this Agreement. The Title Insurer shall retain the Deposit until Closing and shall apply the Deposit at Closing in accordance with this Agreement. If the Closing takes place as provided herein, then the Deposit shall be a credit in favor of Buyer against the Purchase Price at Closing. If this Agreement is terminated prior to the Closing, then the Deposit shall be disbursed by the Title Insurer, as applicable, in accordance with Article XII below.

- 4. **Replacement of Section 4.2.** Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

Closing. On the terms and subject to the conditions of this Agreement, the consummation of the transaction that is the subject of this Agreement providing for the transfer of the Purchased Assets to the Buyer (the “**Closing**”) shall be consummated through the mail (including electronic mail) with all deliveries required hereunder being made to Title Insurer, on that date (the “**Closing Date**”) agreed to by Buyer and Sellers which is no more than five (5) business days after all conditions set forth in Articles VII and VIII have been met, and no later than May 27, 2025 (the “**Target Closing Date**”). For purposes of prorations, liabilities, and Adjustments, the Closing shall be deemed to be effective at the Proration Time.

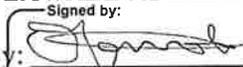
5. **Miscellaneous.** For purposes of executing this Amendment and any subsequent amendments to the Agreement, a document signed and transmitted by facsimile machine, PDF or other electronic means shall be treated as an original document and any such signature shall be treated as an original signature. This Amendment may be signed in any number of identical counterparts, each of which shall be deemed to be an original hereof, and all of which together shall constitute the Amendment.

6. **Ratification.** Except as expressly amended herein, all of the terms and conditions of the Agreement remain in full force and effect and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed under seal this Amendment the year and date set forth above.

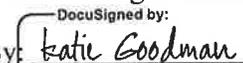
BUYER:

OLAWALE ABIMBOLA

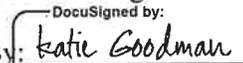
Signed by:
By: 
Name: Olawale Abimbola

SELLERS:

RHCSC Douglas AL Holdings LLC

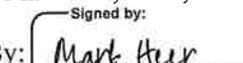
DocuSigned by:
By: 
Name: Katie Goodman
Title: Chief Restructuring Officer

RHCSC Douglas Health Holdings LLC

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

ACKNOWLEDGED BY THE TRUSTEE:

UMB Bank, N.A., as Trustee

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

CERTIFICATE OF SERVICE

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

This 20th day of May, 2025.

Respectfully submitted,

SCROGGINS, WILLIAMSON & RAY, P.C.

4401 Northside Parkway
Suite 230
Atlanta, GA 30327
T: (404) 893-3880
F: (404) 893-3886
E: rwilliamson@swlawfirm.com
aray@swlawfirm.com
mlevin@swlawfirm.com

/s/ Ashley R. Ray
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
Georgia Bar No. 601559
MATTHEW W. LEVIN
Georgia Bar No. 448270

Counsel for the Debtors