

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 MONTGOMERY)

COME NOW the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”)¹ by and through the undersigned counsel, and hereby file the Amendment to Asset Purchase Agreement (the “**Amendment**”) attached hereto as Exhibit 1 which reflects the amended terms and conditions of a proposed sale transaction between RHCSC Montgomery II AL Holdings LLC and RHCSC Montgomery II Health Holdings LLC (collectively, the “**Sellers**”), on the one hand, and Mr. Fixer Upper LLC (the “**Buyer**”) on the other hand. The Amendment modifies the Purchase Price and Target Closing Date set forth in the Asset Purchase Agreement between the Buyer and Sellers dated as of June 30, 2025, and approved by order of the Court dated July 17, 2025 [Dkt. No. 382].

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 19th day of August, 2025.

Respectfully submitted,

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/s/ Ashley R. Ray

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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 18th day of August 2025, by and between (i) Mr. Fixer Upper, LLC (“**Buyer**”) and (ii) RHCSC Montgomery II AL Holdings LLC and RHCSC Montgomery II 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 Sellers entered into that certain Asset Purchase Agreement dated as of June 30, 2025 (hereinafter referred to as the “**Agreement**”) for the purchase and sale of real property and related assets located at 3300 Lynchburg Drive, Montgomery, AL 36116, as more particularly described in the Agreement (the “**Property**”).
- B. Buyer has requested (i) a reduction in the purchase price, and (ii) that Sellers extend the Target Closing Date (as defined in the Agreement) to August 22, 2025.
- C. After consultation with the Trustee, Sellers have agreed to such request of Buyer, subject to approval of the Bankruptcy Court in Seller’s pending Chapter 11 cases and 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 Sections 3, 4 and 5 hereof.
- 3. **Replacement of Section 3.1.** Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

Purchase Price. In consideration of the conveyance to the Buyer of the Purchased Assets, and subject to the conditions and in accordance with the terms hereof, Buyer shall (a) pay in cash through escrow with Title Insurer to Sellers a purchase price of two hundred fifty thousand dollars (\$250,000) (the “**Purchase Price**”) in cash, subject to those prorations, apportionments and credits set forth in Sections 3.5 and 3.7 and otherwise herein (the “**Adjustments**”). The Purchase Price shall be paid as provided in this Article III.

- 4. **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 \$250,000 (the “**Initial Deposit**”) to Crown Title Corporation (the “**Title Insurer**”), to be held 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.

5. 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, no more than one (1) business day after this Amendment has been approved by the Bankruptcy Court (or waived by Sellers) and no later than August 22, 2025 (the “**Target Closing Date**”). For purposes of prorations, liabilities, and Adjustments, the Closing shall be deemed to be effective at the Proration Time.

6. 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.

7. 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:

Mr. Fixer, Upper, LLC

Signed by: 

By: _____
Name: Cory McCoy

SELLERS:

RHCSG Montgomery II AL Holdings LLC

Signed by: 

By: _____
Name: Katie Goodman

Title: Chief Restructuring Officer

RHCSG Montgomery II Health Holdings LLC

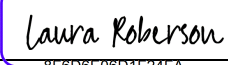
Signed by: 

By: _____
Name: Katie Goodman

Title: Chief Restructuring Officer

ACKNOWLEDGED BY THE TRUSTEE:

UMB Bank N.A., as Trustee

By: 

Name: Laura Roberson

Title: Trustee

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

This 19th day of August, 2025.

Respectfully submitted,

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Counsel for the Debtors