
WESTMINSTER PRESBYTERIAN HOMES, INC.

in favor of

BRANCH BANKING AND TRUST COMPANY
as Master Trustee

ASSIGNMENT OF CONTRACT DOCUMENTS

Dated as of December 1, 2018

Relating to

\$32,840,000

**Oconee County Industrial Development Authority
Revenue Bonds
(Presbyterian Village Athens Project)
Fixed Rate Series 2018A-1**

\$10,000,000

**Oconee County Industrial Development Authority
Revenue Bonds
(Presbyterian Village Athens Project)
Adjustable Rate Series 2018A-2**

\$10,000,000

**Oconee County Industrial Development Authority
Revenue Bonds
(Presbyterian Village Athens Project)
Entrance Fee Series 2018A-3**

Not to Exceed \$40,000,000

**Oconee County Industrial Development Authority
Revenue Bond
(Presbyterian Village Athens Project)
Bank Bought Construction Series 2018A-4**

Not to Exceed \$35,000,000

**Oconee County Industrial Development Authority
Revenue Bonds
(Presbyterian Village Athens Project)
Bank Bought Entrance Fee Series 2018A-5**

ASSIGNMENT OF CONTRACT DOCUMENTS

THIS ASSIGNMENT OF CONTRACT DOCUMENTS, made as of December 1, 2018, by **WESTMINSTER PRESBYTERIAN HOMES, INC.**, a nonprofit corporation organized and existing under of the laws of the State of Georgia (the “Borrower”), in favor of **BRANCH BANKING AND TRUST COMPANY**, as trustee (the “Master Trustee”);

WITNESSETH:

Section 1. Collateral Assignment.

For value received, the sufficiency of which is hereby acknowledged, and in consideration of the issuance by the Oconee County Industrial Development Authority (the “Authority”) of its revenue bonds as follows:

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Fixed Rate Series 2018A-1 (the “Series 2018A-1 Bonds”) in an aggregate principal amount of \$32,840,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Adjustable Rate Series 2018A-2 (the “Series 2018A-2 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 (the “Series 2018A-3 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Construction Series 2018A-4 (the “Series 2018A-4 Bonds”) in an aggregate principal amount not to exceed \$40,000,000, and

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Entrance Fee Series 2018A-5 (the “Series 2018A-5 Bonds” and together with the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, the “Bonds”) in an aggregate principal amount not to exceed \$35,000,000.

said Bonds to be dated the date of issuance thereof, and of the loan of the proceeds of the sale of the Bonds by the Authority to the Borrower, the Borrower hereby unconditionally grants, transfers, pledges, and assigns to the Master Trustee, and its successors and assigns, as trustee under a Master Trust Indenture, dated as of December 1, 2018 (the “Master Indenture”), between the Borrower and the Master Trustee, all of the right, title, interest, and remedies of the Borrower in and to those documents described in Exhibit A attached hereto, as time to time amended, and by this reference made a part hereof (collectively, the “Contract Documents”) and grants to the Master Trustee, and its successors and assigns, a continuing lien on such Contract Documents, and all rights and privileges of any nature thereunder accruing, together with any changes, extensions, revisions, modifications, or guarantees of performance of obligations to the Borrower under the Contract Documents, for the purpose of providing additional security (a) for payment of all sums now or at any time hereafter due under the Loan Agreement, dated as of December 1, 2018 (the “Loan Agreement”), between the Borrower and the Authority, which has been assigned by the Authority to the Master Trustee, (b) for any other amounts which may be added to the indebtedness under the terms of the Loan Agreement, and (c) for performance and discharge of each

obligation, covenant, and agreement of the Borrower contained herein, contained in the Loan Agreement, or contained in each of the Contract Documents.

Attached hereto as Exhibit B are consents to the assignment of each of the Contract Documents executed by each party to the Contract Documents other than the Borrower.

Section 2. Rights and Liabilities of Borrower.

So long as there is not an Event of Default under the Loan Agreement, the Borrower (i) shall have the right to exercise all rights in, to and under the Contract Documents and the Master Trustee shall not exercise any such rights and (ii) subject to the provisions of the Loan Agreement and Indenture, may, acting in its reasonable judgment, amend, modify, supplement, alter or otherwise change any Contract Document with notice to and consent of, the Master Trustee, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, the Borrower shall remain liable under each Contract Document to observe and perform all the conditions and obligations to be observed and performed by the Borrower thereunder; and, unless and until the Master Trustee shall assume any obligation in connection with an action to enforce any right or remedy under this Assignment of Contract Documents in respect of any Contract Document, the Master Trustee shall not have any loss, responsibility, obligation or liability whatsoever to any Person under any Contract Documents (to which the Authority or Trustee is not a party), including, without limitation, to perform or fulfill any obligations of the Borrower thereunder, to make any payment or inquiry under or in respect thereof, or to take any action of any kind to collect or to enforce any payment or performance thereunder (including any amounts assigned to it or to which it may be entitled). The Borrower has furnished to the Master Trustee copies of the Contract Documents as in effect on the effective date of this Assignment of Contract Documents; and the Borrower shall furnish to the Master Trustee copies of any amendments to the Contract Documents which become effective after the effective date of this Assignment of Contract Documents.

Section 3. Termination of Assignment.

By accepting this Assignment of Contract Documents, the Master Trustee agrees that upon the payment in full of all indebtedness secured hereby, this Assignment of Contract Documents shall become null and void and of no further effect.

Section 4. Warranties by the Borrower.

The Borrower warrants that:

(a) There is no other assignment of any of its rights under the Contract Documents to any other Person.

(b) The Borrower has done no act nor omitted to do any act that might prevent the Master Trustee from, or limit the Master Trustee in, acting under any of the provisions herein.

(c) There is no default under the terms of the existing Contract Documents and all Contract Documents remain in full force and effect, and there is no default or event of default or any state of facts which would, with the passage of time or the giving of notice, or both, constitute a default or event of default on the part of the Borrower under any of the Contract Documents.

(d) The Borrower is not prohibited under any agreement with any other Person or any judgment or decree from the execution and delivery of this Assignment of Contract Documents, the

performance of each and every covenant of the Borrower hereunder and in the Contract Documents, and the meeting of each and every condition herein contained.

(e) No action has been brought or threatened which would interfere in any way with the right of the Borrower to execute this Assignment of Contract Documents and perform all of the Borrower's obligations herein contained.

(f) The Borrower is the sole owner of the "Owner's" interest under the Contract Documents and has the full and complete right, title, and authority to sell, assign, transfer, and set over the same and to grant and confer upon the Master Trustee the rights, interests, liens, power, and authorities herein granted and conferred.

(g) Neither the execution and delivery of this Assignment of Contract Documents nor the performance of each and every covenant of the Borrower under this Assignment of Contract Documents or the Contract Documents, nor the performance of each and every covenant contained in this Assignment of Contract Documents, conflicts with, or constitutes a breach or default under, the Contract Documents, or any other agreement, indenture, or other instrument to which the Borrower is a party, or any law, ordinance, administrative order, or regulation or court order or decree which is applicable to the Borrower.

(h) The Contract Documents are valid, enforceable, and in full force and effect and have not been modified or amended except as expressly set forth in Exhibit A hereto.

Section 5. Covenants.

(a) The Borrower agrees, so long as it is obligated under the Loan Agreement, that the Borrower will (i) fulfill, perform, and observe each and every condition and covenant of the Borrower contained in the Contract Documents, (ii) give prompt notice to the Master Trustee of any claim of default under the Contract Documents given to the Borrower or given by the Borrower, together with a complete copy of any such claim, (iii) at the sole cost and expense of the Borrower, enforce the performance and observance of each and every covenant and condition of the Contract Documents to be performed or observed, (iv) appear in and defend any action growing out of, or in any manner connected with, the Contract Documents or the obligations or liabilities of the Borrower or any guarantor thereunder or any other party to the Contract Documents, and (v) not do any act prohibited by the terms of the Loan Agreement.

(b) The rights assigned hereunder include all of the Borrower's right and title to modify, alter, or amend the Contract Documents, to terminate the Contract Documents, and to waive or release the performance or observance of any obligation or condition of the Contract Documents. The Borrower covenants that it will not without the prior written consent of the Master Trustee or its assignee (i) modify, alter, or amend the terms of the Contract Documents (unless required so to do by the terms of the Contract Documents and excluding change orders), (ii) waive or release any Person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by them, (iii) terminate, permit the termination, or accept the termination of the Contract Documents, (iv) give any consent to any assignment by the other parties to the Contract Documents, or (v) assign its interest in the Contract Documents to any Person other than the Master Trustee.

(c) So long as this Assignment of Contract Documents shall remain in effect, the Borrower shall, immediately upon receipt, forward to the Master Trustee duplicate copies of any and all reports, notices, or other communications received by the Borrower from the other parties to the Contract

Documents or given to the other parties to the Contract Documents by the Borrower relating to the Contract Documents or the Project.

(d) The Borrower shall protect, indemnify, and save harmless the Authority and the Master Trustee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by the Authority or Master Trustee by reason of this Assignment of Contract Documents and any loss, claim and demand whatsoever which may be asserted against the Authority or the Master Trustee by reason of any alleged obligation or undertaking to be performed or discharged by the Authority or the Master Trustee under this Assignment of Contract Documents, it being expressly understood and agreed that this Assignment of Contract Documents shall impose no obligations whatsoever on the Authority or the Master Trustee that are not expressly set forth herein. In the event the Authority or Master Trustee incurs any liability, loss, or damage by reason of this Assignment of Contract Documents, or in the defense of any claims or demands arising out of or in connection with this Assignment of Contract Documents, the amount of such liability, loss, or damage shall be added to the indebtedness secured hereby, and shall be payable on demand.

Section 6. Remedies upon Default.

Upon the occurrence of an "Event of Default" under the Loan Agreement, the Master Trustee, may at its option:

(a) Perform any and all obligations of the Borrower contained in any of the Contract Documents and exercise and attempt to enforce any and all rights of the Borrower therein as fully as the Borrower itself could, including, without limiting the generality of the foregoing, enforcing, modifying, extending, or terminating the Contract Documents, and, in the event the Project is sold to a purchaser, assigning the Contract Documents to such purchaser; and to the extent the Master Trustee shall incur any costs or expenses in connection with the performance of any obligations of the Borrower, including costs of litigation, then all such costs shall become a part of the indebtedness secured hereby.

(b) If, in enforcing any rights pursuant to subsection (a) immediately above, the Borrower collects or receives any moneys, damages, awards, issues, or profits, including for amounts past due and unpaid under any Contract Document, the Borrower shall turn all amounts over to the Master Trustee immediately upon receipt, and then the Master Trustee may apply the same against all costs and expenses of operation of the Project or the performance of the Borrower's obligations and enforcing of its rights under the Contract Documents, including reasonable attorneys' fees. Any amounts remaining after such application shall be applied next to the obligations of the Borrower under the Loan Agreement. Neither entry upon and taking possession of the property nor the collection of the moneys, damages, awards, issues, and profits from the Contract Documents shall in any way operate to cure or waive any default under any other instrument given by the Borrower to the Master Trustee or Issuer, or prohibit the taking of any other action by the Master Trustee, as the assignee of the Authority, under any such instrument, or at law or in equity, to enforce payment of the indebtedness secured hereby or to realize on any other security.

Section 7. Applicable Law.

The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Georgia.

Section 8. Definitions of Terminology and Construction.

The parties agree that wherever used in this Assignment of Contract Documents, unless the context clearly indicates a contrary intent or unless otherwise specifically provided therein, the words “Authority,” “Borrower,” and “Master Trustee.” shall include individuals (and if a corporation, its officers, employees, agents, or attorneys), and any and all other Persons or entities and the respective heirs, executors, legal representatives, administrators, successors, and assigns of the parties hereto, and all those holding under either of them. Except as otherwise defined herein, terms used herein shall have the meanings assigned such terms in the Loan Agreement.

Section 9. Successors and Assigns.

This Assignment of Contract Documents shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Master Trustee and its successors, transferees, and assigns. Without limiting the generality of the foregoing, the Master Trustee may assign or otherwise transfer this Assignment of Contract Documents to any other Person or entity, and such other Person or entity shall thereupon become vested with all the benefits, rights, and immunities in respect thereof granted to the Master Trustee herein or otherwise.

Section 10. Severability.

If any provision of this Assignment of Contract Documents or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment of Contract Documents and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 11. No Third Party Beneficiaries.

This Assignment of Contract Documents is made solely for the benefit of the Master Trustee and its successors and assigns. Neither the other parties to the Contract Documents nor any other Person shall have standing to bring any action against the Master Trustee or its assigns as the result of this Assignment of Contract Documents or to assume that the Master Trustee or its assigns will exercise any remedies provided herein, and no Person other than the Master Trustee or its assigns shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment of Contract Documents.

Section 12. No Oral Modifications.

Neither this Assignment of Contract Documents nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

Section 13. Cumulative Remedies.

The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in the Master Trustee in the Loan Agreement as a result of the assignment by the Borrower to the Master Trustee pursuant to the granting clauses of the Master Indenture, in the Security Deed, as defined in the Master Indenture, or at law or in equity under the laws of the State of Georgia or under any administrative regulations promulgated thereunder, all of which rights and remedies are specifically reserved by the Master Trustee. The remedies herein provided or otherwise available to the Master Trustee shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein

provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided for or otherwise available to the Master Trustee shall continue and be each and all available to the Master Trustee until all of the obligations secured hereby shall have been satisfied in full.

Section 14. Counterparts.

This Assignment of Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute but one and the same instrument, and any of the parties or signatories hereto may execute this Assignment of Contract Documents by signing any such counterpart.

Section 15. Further Assurances.

At any time and from time to time, upon request by the Master Trustee, the Borrower will make, execute, and deliver or cause to be made, executed, and delivered to the Master Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Master Trustee or as shall be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve, (a) the obligations of the Borrower under this Assignment of Contract Documents and (b) the assignment and pledge created by this Assignment of Contract Documents as a first and prior lien upon the Contract Documents. Upon any failure by the Borrower so to do, the Master Trustee may make, execute, record, file, re-record, and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, notices of liens, instruments, certificates, and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the Master Trustee the agent and attorney-in-fact of the Borrower so to do.

Section 16. Instructions to Other Parties to Contract Documents.

The Borrower does hereby specifically and unconditionally authorize and instruct the other parties to the Contract Documents to obey all instructions from the Master Trustee pursuant to this Assignment of Contract Documents and the Contract Documents.

Section 17. Notices.

All notices, elections, demands, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or when delivered by personal delivery addressed as follows:

The address of the Borrower is: Westminster Presbyterian Homes, Inc.
301 East Screven Street
Quitman, Georgia 31643
Attention: Chief Financial Officer
Facsimile Number: (229) 263-6195

The address of the Master Trustee is: Branch Banking and Trust Company
223 West Nash Street
Wilson, North Carolina 27893
Attention: Corporate Trust Services
Facsimile Number: (205) 445-2520

Receipt of notices, certificates, or other communications hereunder shall occur upon actual delivery (whether by mail, facsimile transmission, messenger, courier service, or otherwise), as to the Borrower, to an officer, agent, or employee of the Borrower at any location where such Person may be found, or as to any other party, to an officer, agent or employee of such other party at the address of such party set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt.

Section 18. Modifications, Etc.

The Borrower hereby consents and agrees that the Master Trustee, as the assignee of the Authority, may at any time, and from time to time, to the extent permitted by the Loan Agreement, without notice to or further consent from the Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any Person or the Borrower on its behalf or for its account, securing the indebtedness secured hereby, substitute for any collateral so held by it other collateral of like kind, or of any kind, extend or renew the Loan Agreement, for any period, grant releases, compromises, and indulgences with respect to the Loan Agreement, and to any Persons or entities now or hereafter liable thereunder or hereunder, release any guarantor or endorser of the Loan Agreement, or take or fail to take any action of any type whatsoever, and no such action which the Authority shall take or fail to take in connection with the Loan Agreement, or any security for the payment of the indebtedness secured hereby or for the performance of any obligations or undertakings of the Borrower, nor any course of dealing with the Borrower or any other Person, shall release the Borrower's obligations hereunder, affect this Assignment of Contract Documents in any way, or afford the Borrower any recourse against the Authority or the Master Trustee. The provisions of this Assignment of Contract Documents shall extend and be applicable to all renewals, supplements, addenda, amendments, extensions, consolidations, and modifications of the Loan Agreement and the Contract Documents, and any and all references herein to the Loan Agreement or the Contract Documents shall be deemed to include any such renewals, supplements, addenda, extensions, amendments, consolidations, or modifications thereof; provided, however, that any modifications or amendments of the Loan Agreement, other than extensions or renewals thereof, shall be made only with the written consent of the Borrower.

Section 19. No Liability of Issuer's or Trustee's Officers.

No recourse under or upon any obligation, covenant, or agreement contained in this Assignment of Contract Documents, or in the Bonds, or for any claim based thereon, or under any judgment obtained against the Authority or the Master Trustee, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any circumstances, under or independent of this Assignment of Contract Documents, shall be had against any member, official, officer, employee, attorney or agent, as such, past, present, or future, of the Authority or the Master Trustee, as such, either directly or through the Authority or the Master Trustee, or otherwise of any sum that may be due and unpaid by the Authority upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, official, officer, employee, attorney or agent, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Authority or any receiver thereof, or for or to the Master Trustee as trustee for the owners of the Bonds or otherwise, of any sum that may remain due and unpaid upon the Bonds, is hereby expressly waived and released as a condition of and in consideration for the execution of this Assignment of Contract Documents and the issuance of the Bonds.

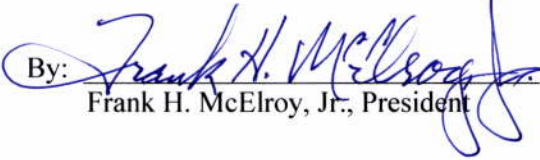
Section 20. No Discharge.

The Borrower expressly acknowledges and agrees that it shall remain liable under the Contract Documents to observe and perform all of the conditions and obligations therein contained to be observed and performed by it and that neither this instrument nor any action taken pursuant hereto shall cause the Authority to be under any obligation or liability in any respect whatsoever to any party to the Contract Documents for the observance or performance of any of the representations, warranties, conditions, agreements, or terms therein contained.

[Signature Follows]

WITNESS the following signature is as of the date first above written.

**WESTMINSTER PRESBYTERIAN HOMES,
INC.**

By: 
Frank H. McElroy, Jr., President

[Signature Page of Assignment of Contract Documents]

EXHIBIT "A" TO ASSIGNMENT OF CONTRACT DOCUMENTS

dated as of December 1, 2018

between

WESTMINSTER PRESBYTERIAN HOMES, INC.

and

BRANCH BANKING AND TRUST COMPANY

1. AIA Document B101TM – 2007 Standard Form of Agreement Between Owner and Architect, dated December 22, 2015, between Batson Associates, Inc. and Westminster Presbyterian Homes, Inc. (the "Corporation").
2. AIA Document A102TM – 2009 Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated October 31, 2018, between R.W. Allen Construction, LLC (the "Construction Manager") and the Corporation, relating to site work.
3. AIA Document A102TM – 2009 Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated October 31, 2018, between the Construction Manager and the Corporation, relating to the Independent Living portion of the Project.
4. AIA Document A102TM – 2009 Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated October 31, 2018, between the Construction Manager and the Corporation, relating to the Healthcare Center.
5. AIA Document A102TM – 2009 Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated December 10, 2018, between the Construction Manager and the Corporation, relating to the Cottages.
6. Management Agreement, dated as of December 1, 2018, between Presbyterian Homes of Georgia, Inc. and the Corporation.

EXHIBIT "B" TO ASSIGNMENT OF CONTRACT DOCUMENTS

dated as of December 1, 2018

FROM

WESTMINSTER PRESBYTERIAN HOMES, INC.

to

BRANCH BANKING AND TRUST COMPANY

(Consents to the Assignments Effected by this
Assignment of Contract Documents are attached)

**BATSON ASSOCIATES, INC. CONSENT AND AGREEMENT TO PERFORM
PRESBYTERIAN VILLAGE ATHENS PROJECT**

This **CONSENT AND AGREEMENT TO PERFORM**, made and entered into as of the 19th day of December, 2018, is by **BATSON ASSOCIATES, INC.**, a South Carolina corporation, (the "Provider"), in favor of in favor of **BRANCH BANKING AND TRUST COMPANY**, as trustee (together with its successors and assigns, the "Master Trustee"), under the Master Trust Indenture, dated as of December 1, 2018 between it and the hereinafter defined Borrower.

WITNESSETH:

WHEREAS, Oconee County Industrial Development Authority (the "Authority") has issued its revenue bonds as follows:

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Fixed Rate Series 2018A-1 (the "Series 2018A-1 Bonds") in an aggregate principal amount of \$32,840,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Adjustable Rate Series 2018A-2 (the "Series 2018A-2 Bonds") in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 (the "Series 2018A-3 Bonds") in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Construction Series 2018A-4 (the "Series 2018A-4 Bonds") in an aggregate principal amount not to exceed \$40,000,000, and

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Entrance Fee Series 2018A-5 (the "Series 2018A-5 Bonds" and together with the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, the "Bonds") in an aggregate principal amount not to exceed \$35,000,000,

the proceeds of which Bonds have been lent to Westminster Presbyterian Homes, Inc., a Georgia nonprofit corporation (the "Borrower") pursuant to a Loan Agreement, dated as of December 1, 2018, by and between the Authority and the Borrower (the "Loan Agreement"), for the purpose, *inter alia*, of providing funds to (1) finance a portion of the cost of acquiring, constructing, furnishing and equipping certain real property and improvements thereon that will be a continuing care retirement community to be known as "Presbyterian Village Athens," expected to include 186 independent living units, 30 assisted living units, 30 memory care units, and 40 skilled nursing beds, along with common and administrative areas (the "Project") to be located on an approximately 70 acre site at 8021 Macon Highway in Oconee County, Georgia, and (2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Series 2018A-1 and Series 2018A-2 Bonds, costs of issuance related to the issuance of the Bonds, working capital, and other related costs; and

WHEREAS, the Borrower and the Provider have entered into the contract described on Exhibit A to the hereinafter defined Assignment (the "Provider's Agreement"), pursuant to which the Provider has agreed to provide architectural services; and

WHEREAS, the Borrower has delivered to the Master Trustee an Assignment of Contract Documents, dated as of December 1, 2018 (the "Assignment"), pursuant to which the Borrower has collaterally assigned to the Master Trustee all of its right, title and interest in and to the Provider's Agreement; and

WHEREAS, the Authority has agreed to issue the Bonds on the condition, *inter alia*, that the Provider acknowledge and consent to the assignment of the Provider's Agreement by the Borrower as contemplated by the Assignment and these recitals, and that the Provider agrees, upon the occurrence of an "Event of Default" under (and as such term is defined in) the Loan Agreement, to perform for the Master Trustee under the Provider's Agreement on the terms set forth herein and in the Assignment;

NOW, THEREFORE, FOR VALUE RECEIVED the Provider hereby represents, warrants, covenants, and agrees:

1. The Provider hereby consents to the assignment of the Provider's Agreement by the Borrower to the Master Trustee pursuant to the Assignment and consents and agrees that (a) none of its obligations or duties under the Provider's Agreement shall be impaired or reduced in any way by any such assignment, (b) in the event of the occurrence of an Event of Default, it will, at the request of the Master Trustee, continue performance pursuant to the Provider's Agreement until completion of its duties and obligations with respect to the Project as set forth in the Provider's Agreement, provided it is reimbursed for any sums owing in accordance therewith for all such services rendered, and (c) the Master Trustee or its respective designees shall be entitled to use all the plans, drawings, models, mock-ups, site plans, plats, surveys, schematics, specifications together with any and all modifications thereto prepared for the improvements to be constructed in connection with the Project, all of which are set forth in Schedule I attached hereto, including any additions or extensions thereof (collectively the "Plans") in accordance with the terms and conditions of the Provider Agreement, and without additional cost to the Master Trustee or its respective designee.

2. The Provider further acknowledges and agrees that (a) as a result of the assignment by the Borrower of its rights under the Provider's Agreement and the Provider's consent thereto, the Master Trustee and its respective agents and assigns will be entitled, upon the occurrence of an Event of Default, to exercise all of the rights, interest, privileges, and options granted and/or afforded by the Provider's Agreement to the Borrower, and (b) it will give written notice of any default under the Provider's Agreement to the Master Trustee and it will accept all performance of the Provider's Agreement from the Master Trustee and its respective agents and assigns as complying with the requirements and obligations otherwise due thereunder, and agrees that it will not terminate the Provider's Agreement on account of any default by the Borrower thereunder without written notice to the Master Trustee and first providing to the Master Trustee an opportunity to effect a cure of the default that is equivalent in term and nature to the opportunity to cure granted to the Borrower pursuant to the Provider's Agreement and in any event provides a cure period of not fewer than thirty (30) days. However, nothing herein shall require the Master Trustee to perform any obligation under the Provider's Agreement or cure any default of the Borrower under the Provider's Agreement, but only grants them the option to do so. In the event of any foreclosure by the Master Trustee on the interests of the Borrower in the Project (or the transfer or sale in lieu of foreclosure), the Master Trustee may transfer and assign any of its rights under the Financing Instruments (as defined in the Loan Agreement) and this Provider's Consent and Agreement to Perform and any related agreements, instruments or documents to the purchaser at the foreclosure sale or the transferee in lieu thereof and the Provider will recognize the transferee as the rightful holder of the rights

so transferred; provided, however, it is understood that the Master Trustee has no obligation to assign any of such rights to such purchaser or transferee.

3. The Provider represents that (i) it is and will continue to be during the term of the Provider's Agreement, covered by the insurance coverages (including professional errors and omissions coverages) and policy amounts set forth in the Provider's Agreement and (ii) the Provider's Agreement constitutes the Provider's obligation and is enforceable against the Provider in accordance with its terms and (iii) all covenants, conditions and agreements pertaining to the Provider contained in the Provider's Agreement have been performed by the Provider as required therein except for those which are not due to be performed until after the date hereof, (iv) no breach by the Borrower under the Provider's Agreement has occurred and is continuing as of the date hereof, (v) it has prepared and/or approved the Plans, and the Plans listed on Schedule I are the only Plans that we have prepared for the Project, (vi) the Plans have not been modified or amended except as set forth on Schedule I, (vii) the Plans conform to all applicable building and zoning laws and with the requirements of any covenants, conditions or restrictions of record, subject to the standard of professional care set forth in the Provider's Agreement and (viii) the Project complies with all applicable laws, ordinances, rules and regulations, including, without limitation, the Americans with Disabilities Act and any rules or regulations issued pursuant thereto, subject to the standard of professional care set forth in the Provider Agreement.

4. In the event the Provider's Agreement is terminated by rejection, or otherwise, during a case in which the Borrower or its member is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Provider shall, at the option of the Master Trustee, upon notice by the Master Trustee to the Provider given within 30 days thereafter, and if Provider is reimbursed for any sums owing in accordance with the Provider's Agreement for services rendered, enter into a new agreement with the Master Trustee or its designees having terms substantially identical to the Provider's Agreement, pursuant to which the Master Trustee or its designees shall have all of the rights and obligations of the Borrower under the Provider's Agreement.

5. All notices and other communications provided for hereunder shall be in writing and shall be deemed given or furnished when mailed by certified or registered mail, return receipt requested, to the Provider and the Borrower at the address set forth in the Provider's Agreement, to the Master Trustee at the address set forth in the Master Indenture. Any party may change the address for said notice by notifying the other parties in writing.

6. This Provider's Consent and Agreement to Perform is made by the Provider and accepted by the Borrower and the Master Trustee and shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of Georgia (excluding the principles thereof governing conflicts of law).

7. The Provider grants to the Master Trustee, and to its respective consultants, as necessary, a nonexclusive license to reproduce the Provider's, and the Provider consultant's respective Instruments of Service (including the Intellectual Property), whether in electronic form or otherwise, solely for the purposes of constructing, using and maintaining the Project, and all similar licenses from our and our consultant's respective consultants, in each case, in accordance with the terms and conditions of the Provider's Agreement. In the event of a default by the Provider and a termination of the Provider's Agreement by the Borrower, the Borrower shall be deemed to have been granted a continuing non-exclusive license for all Instruments of Service used or developed in connection with the Project to authorize any replacement design professional to reproduce, and to make changes, corrections or additions to the Instruments of Service, as necessary, for purposes of completing, using and maintaining the Project in accordance with the terms and conditions of the Provider's Agreement. All terms within this paragraph are as defined in the Provider's Agreement.

8. The Plans comply with and conform in all material respects to the requirements of law, have been duly submitted to the department of buildings, and other Georgia authorities having jurisdiction thereover. The Plans are in reasonable compliance with requirements and restrictions of applicable zoning, building, fire, health and other governmental ordinances, rules and regulations and the undersigned is not aware of any basis for the applicable governmental authorities to disapprove the Plans.

9. Appropriate applications by the undersigned for building permits) have been or will be filed and all necessary building permits for the Improvements and all other permits and approvals necessary for the Improvements will be obtained prior to the commencement of any work for which said permits are required;

10. The Project will be in reasonable compliance with zoning requirements in existence as of the date hereof, and other applicable laws, ordinances, rules, regulations, restrictions and requirements, and upon completion of the construction will be substantially in accordance with the Plans and Specifications.


11. All necessary gas, electric, water and sewer services and other utilities are now available or will be made available to the Improvements upon completion of the Project.

[Signature to Follow]

IN WITNESS WHEREOF, the Provider has caused these presents to be executed as of the day and year first hereinabove written.

PROVIDER:

BATSON ASSOCIATES, INC.

By 
Name: Jeff R. Fagle
Title: Chief Operating Officer
12-13-18

**R.W. ALLEN CONSTRUCTION, LLC CONSENT AND AGREEMENT TO PERFORM
PRESBYTERIAN VILLAGE ATHENS PROJECT**

This **CONSENT AND AGREEMENT TO PERFORM**, made and entered into as of the 19th day of December, 2018, is by **R.W. ALLEN CONSTRUCTION, LLC**, a Georgia limited liability company (the “Provider”), in favor of in favor of **BRANCH BANKING AND TRUST COMPANY**, as trustee (together with its successors and assigns, the “Master Trustee”), under the Master Trust Indenture, dated as of December 1, 2018 between it and the hereinafter defined Borrower.

W I T N E S S E T H:

WHEREAS, Oconee County Industrial Development Authority (the “Authority”) has issued its revenue bonds as follows:

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Fixed Rate Series 2018A-1 (the “Series 2018A-1 Bonds”) in an aggregate principal amount of \$32,840,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Adjustable Rate Series 2018A-2 (the “Series 2018A-2 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 (the “Series 2018A-3 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Construction Series 2018A-4 (the “Series 2018A-4 Bonds”) in an aggregate principal amount not to exceed \$40,000,000, and

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Entrance Fee Series 2018A-5 (the “Series 2018A-5 Bonds” and together with the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, the “Bonds”) in an aggregate principal amount not to exceed \$35,000,000,

the proceeds of which Bonds have been lent to Westminster Presbyterian Homes, Inc., a Georgia nonprofit corporation (the “Borrower”) pursuant to a Loan Agreement, dated as of December 1, 2018, by and between the Authority and the Borrower (the “Loan Agreement”), for the purpose, *inter alia*, of providing funds to (1) finance a portion of the cost of acquiring, constructing, furnishing and equipping certain real property and improvements thereon that will be a continuing care retirement community to be known as “Presbyterian Village Athens,” expected to include 186 independent living units, 30 assisted living units, 30 memory care units, and 40 skilled nursing beds, along with common and administrative areas (the “Project”) to be located on an approximately 70 acre site at 8021 Macon Highway in Oconee County, Georgia, and (2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Series 2018A-1 and Series 2018A-2 Bonds, costs of issuance related to the issuance of the Bonds, working capital, and other related costs; and

WHEREAS, the Borrower and the Provider have entered into the contracts described on Exhibit A to the hereinafter defined Assignment (collectively, the “Provider’s Agreement”), pursuant to which the Provider has agreed to provide construction services; and

WHEREAS, the Borrower has delivered to the Master Trustee an Assignment of Contract Documents, dated as of December 1, 2018 (the “Assignment”), pursuant to which the Borrower has collaterally assigned to the Master Trustee all of its right, title and interest in and to the Provider’s Agreement; and

WHEREAS, the Authority has agreed to issue the Bonds on the condition, *inter alia*, that the Provider acknowledge and consent to the assignment of the Provider’s Agreement by the Borrower as contemplated by the Assignment and these recitals, and that the Provider agrees, upon the occurrence of an “Event of Default” under (and as such term is defined in) the Loan Agreement, to perform for the Master Trustee under the Provider’s Agreement on the terms set forth herein and in the Assignment;

NOW, THEREFORE, FOR VALUE RECEIVED the Provider hereby represents, warrants, covenants, and agrees:

1. The Provider hereby consents to the assignment of the Provider’s Agreement by the Borrower to the Master Trustee pursuant to the Assignment and consents and agrees that (a) none of its obligations or duties under the Provider’s Agreement shall be impaired or reduced in any way by any such assignment, and (b) in the event of the occurrence of an Event of Default, it will, at the request of the Master Trustee, continue performance pursuant to the Provider’s Agreement until completion of its duties and obligations with respect to the Project as set forth in the Provider’s Agreement, provided it is reimbursed for any sums owing in accordance therewith for all such services rendered.

2. The Provider further acknowledges and agrees that (a) as a result of the assignment by the Borrower of its rights under the Provider’s Agreement and the Provider’s consent thereto, the Master Trustee and its respective agents and assigns will be entitled, upon the occurrence of an Event of Default, to exercise all of the rights, interest, privileges, and options granted and/or afforded by the Provider’s Agreement to the Borrower, and (b) it will give written notice of any default under the Provider’s Agreement to the Master Trustee and it will accept all performance of the Provider’s Agreement from the Master Trustee and its respective agents and assigns as complying with the requirements and obligations otherwise due thereunder, and agrees that it will not terminate the Provider’s Agreement on account of any default by the Borrower thereunder without written notice to the Master Trustee and first providing to the Master Trustee an opportunity to effect a cure of the default that is equivalent in term and nature to the opportunity to cure granted to the Borrower pursuant to the Provider’s Agreement and in any event provides a cure period of not fewer than thirty (30) days. However, nothing herein shall require the Master Trustee to perform any obligation under the Provider’s Agreement or cure any default of the Borrower under the Provider’s Agreement, but only grants them the option to do so. In the event of any foreclosure by the Master Trustee on the interests of the Borrower in the Project (or the transfer or sale in lieu of foreclosure), the Master Trustee may transfer and assign any of its rights under the Financing Instruments (as defined in the Loan Agreement) and this Provider’s Consent and Agreement to Perform and any related agreements, instruments or documents to the purchaser at the foreclosure sale or the transferee in lieu thereof and the Provider will recognize the transferee as the rightful holder of the rights so transferred; provided, however, it is understood that the Master Trustee has no obligation to assign any of such rights to such purchaser or transferee.

3. The Provider represents that (i) it is and will continue to be during the term of the Provider’s Agreement, covered by the insurance coverages (including professional errors and omissions coverages) and policy amounts set forth in the Provider’s Agreement and (ii) the Provider’s Agreement

constitutes the Provider's obligation and is enforceable against the Provider in accordance with its terms and (iii) all covenants, conditions and agreements pertaining to the Provider contained in the Provider's Agreement have been performed by the Provider as required therein except for those which are not due to be performed until after the date hereof, and (iv) no breach by the Borrower under the Provider's Agreement has occurred and is continuing as of the date hereof.

4. In the event the Provider's Agreement is terminated by rejection, or otherwise, during a case in which the Borrower or its member is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Provider shall, at the option of the Master Trustee, upon notice by the Master Trustee to the Provider given within 30 days thereafter, and if Provider is reimbursed for any sums owing in accordance with the Provider's Agreement for services rendered, enter into a new agreement with the Master Trustee or its designees having terms substantially identical to the Provider's Agreement, pursuant to which the Master Trustee or its designees shall have all of the rights and obligations of the Borrower under the Provider's Agreement.

5. All notices and other communications provided for hereunder shall be in writing and shall be deemed given or furnished when mailed by certified or registered mail, return receipt requested, to the Provider and the Borrower at the address set forth in the Provider's Agreement, to the Master Trustee at the address set forth in the Master Indenture. Any party may change the address for said notice by notifying the other parties in writing.

6. This Provider's Consent and Agreement to Perform is made by the Provider and accepted by the Borrower and the Master Trustee and shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of Georgia (excluding the principles thereof governing conflicts of law).

7. The Provider grants to the Master Trustee, and to its respective consultants, as necessary, a nonexclusive license to reproduce the Provider's, and the Provider consultant's respective Instruments of Service (including the Intellectual Property), whether in electronic form or otherwise, solely for the purposes of constructing, using and maintaining the Project, and all similar licenses from our and our consultant's respective consultants, in each case, in accordance with the terms and conditions of the Provider's Agreement. In the event of a default by the Provider and a termination of the Provider's Agreement by the Borrower, the Borrower shall be deemed to have been granted a continuing non-exclusive license for all Instruments of Service used or developed in connection with the Project to authorize any replacement design professional to reproduce, and to make changes, corrections or additions to the Instruments of Service, as necessary, for purposes of completing, using and maintaining the Project in accordance with the terms and conditions of the Provider's Agreement. All terms within this paragraph are as defined in the Provider's Agreement.

[Signature to Follow]

IN WITNESS WHEREOF, the Provider has caused these presents to be executed as of the day and year first hereinabove written.

PROVIDER:

R. W. ALLEN CONSTRUCTION, LLC

By 
Name: **Scott A. Clark**
Title: **President & CEO**

**PRESBYTERIAN HOMES OF GEORGIA, INC. CONSENT AND AGREEMENT TO PERFORM
PRESBYTERIAN VILLAGE ATHENS PROJECT**

This **CONSENT AND AGREEMENT TO PERFORM**, made and entered into as of the 19th day of December, 2018, is by **PRESBYTERIAN HOMES OF GEORGIA**, a Georgia nonprofit corporation (the “Provider”), in favor of in favor of **BRANCH BANKING AND TRUST COMPANY**, as trustee (together with its successors and assigns, the “Master Trustee”), under the Master Trust Indenture, dated as of December 1, 2018 between it and the hereinafter defined Borrower.

WITNESSETH:

WHEREAS, Oconee County Industrial Development Authority (the “Authority”) has issued its revenue bonds as follows:

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Fixed Rate Series 2018A-1 (the “Series 2018A-1 Bonds”) in an aggregate principal amount of \$32,840,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Adjustable Rate Series 2018A-2 (the “Series 2018A-2 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 (the “Series 2018A-3 Bonds”) in an aggregate principal amount of \$10,000,000,

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Construction Series 2018A-4 (the “Series 2018A-4 Bonds”) in an aggregate principal amount not to exceed \$40,000,000, and

Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Entrance Fee Series 2018A-5 (the “Series 2018A-5 Bonds” and together with the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, the “Bonds”) in an aggregate principal amount not to exceed \$35,000,000,

the proceeds of which Bonds have been lent to Westminster Presbyterian Homes, Inc., a Georgia nonprofit corporation (the “Borrower”) pursuant to a Loan Agreement, dated as of December 1, 2018, by and between the Authority and the Borrower (the “Loan Agreement”), for the purpose, *inter alia*, of providing funds to (1) finance a portion of the cost of acquiring, constructing, furnishing and equipping certain real property and improvements thereon that will be a continuing care retirement community to be known as “Presbyterian Village Athens,” expected to include 186 independent living units, 30 assisted living units, 30 memory care units, and 40 skilled nursing beds, along with common and administrative areas (the “Project”) to be located on an approximately 70 acre site at 8021 Macon Highway in Oconee County, Georgia, and (2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Series 2018A-1 and Series 2018A-2 Bonds, costs of issuance related to the issuance of the Bonds, working capital, and other related costs; and

WHEREAS, the Borrower and the Provider have entered into the contract described on Exhibit A to the hereinafter defined Assignment (the “Provider’s Agreement”), pursuant to which the Provider has agreed to provide management services; and

WHEREAS, the Borrower has delivered to the Master Trustee an Assignment of Contract Documents, dated as of December 1, 2018 (the “Assignment”), pursuant to which the Borrower has collaterally assigned to the Master Trustee all of its right, title and interest in and to the Provider’s Agreement; and

WHEREAS, the Authority has agreed to issue the Bonds on the condition, *inter alia*, that the Provider acknowledge and consent to the assignment of the Provider’s Agreement by the Borrower as contemplated by the Assignment and these recitals, and that the Provider agrees, upon the occurrence of an “Event of Default” under (and as such term is defined in) the Loan Agreement, to perform for the Master Trustee under the Provider’s Agreement on the terms set forth herein and in the Assignment;

NOW, THEREFORE, FOR VALUE RECEIVED the Provider hereby represents, warrants, covenants, and agrees:

1. The Provider hereby consents to the assignment of the Provider’s Agreement by the Borrower to the Master Trustee pursuant to the Assignment and consents and agrees that (a) none of its obligations or duties under the Provider’s Agreement shall be impaired or reduced in any way by any such assignment, and (b) in the event of the occurrence of an Event of Default, it will, at the request of the Master Trustee, continue performance pursuant to the Provider’s Agreement until completion of its duties and obligations with respect to the Project as set forth in the Provider’s Agreement, provided it is reimbursed for any sums owing in accordance therewith for all such services rendered.

2. The Provider further acknowledges and agrees that (a) as a result of the assignment by the Borrower of its rights under the Provider’s Agreement and the Provider’s consent thereto, the Master Trustee and its respective agents and assigns will be entitled, upon the occurrence of an Event of Default, to exercise all of the rights, interest, privileges, and options granted and/or afforded by the Provider’s Agreement to the Borrower, and (b) it will give written notice of any default under the Provider’s Agreement to the Master Trustee and it will accept all performance of the Provider’s Agreement from the Master Trustee and its respective agents and assigns as complying with the requirements and obligations otherwise due thereunder, and agrees that it will not terminate the Provider’s Agreement on account of any default by the Borrower thereunder without written notice to the Master Trustee and first providing to the Master Trustee an opportunity to effect a cure of the default that is equivalent in term and nature to the opportunity to cure granted to the Borrower pursuant to the Provider’s Agreement and in any event provides a cure period of not fewer than thirty (30) days. However, nothing herein shall require the Master Trustee to perform any obligation under the Provider’s Agreement or cure any default of the Borrower under the Provider’s Agreement, but only grants them the option to do so. In the event of any foreclosure by the Master Trustee on the interests of the Borrower in the Project (or the transfer or sale in lieu of foreclosure), the Master Trustee may transfer and assign any of its rights under the Financing Instruments (as defined in the Loan Agreement) and this Provider’s Consent and Agreement to Perform and any related agreements, instruments or documents to the purchaser at the foreclosure sale or the transferee in lieu thereof and the Provider will recognize the transferee as the rightful holder of the rights so transferred; provided, however, it is understood that the Master Trustee has no obligation to assign any of such rights to such purchaser or transferee.

3. The Provider represents that (i) it is and will continue to be during the term of the Provider’s Agreement, covered by the insurance coverages (including professional errors and omissions coverages) and policy amounts set forth in the Provider’s Agreement and (ii) the Provider’s Agreement

constitutes the Provider's obligation and is enforceable against the Provider in accordance with its terms and (iii) all covenants, conditions and agreements pertaining to the Provider contained in the Provider's Agreement have been performed by the Provider as required therein except for those which are not due to be performed until after the date hereof, and (iv) no breach by the Borrower under the Provider's Agreement has occurred and is continuing as of the date hereof.

4. In the event the Provider's Agreement is terminated by rejection, or otherwise, during a case in which the Borrower or its member is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Provider shall, at the option of the Master Trustee, upon notice by the Master Trustee to the Provider given within 30 days thereafter, and if Provider is reimbursed for any sums owing in accordance with the Provider's Agreement for services rendered, enter into a new agreement with the Master Trustee or its designees having terms substantially identical to the Provider's Agreement, pursuant to which the Master Trustee or its designees shall have all of the rights and obligations of the Borrower under the Provider's Agreement.

5. All notices and other communications provided for hereunder shall be in writing and shall be deemed given or furnished when mailed by certified or registered mail, return receipt requested, to the Provider and the Borrower at the address set forth in the Provider's Agreement, to the Master Trustee at the address set forth in the Master Indenture. Any party may change the address for said notice by notifying the other parties in writing.

6. This Provider's Consent and Agreement to Perform is made by the Provider and accepted by the Borrower and the Master Trustee and shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of Georgia (excluding the principles thereof governing conflicts of law).


7. The Provider grants to the Master Trustee, and to its respective consultants, as necessary, a nonexclusive license to reproduce the Provider's, and the Provider consultant's respective Instruments of Service (including the Intellectual Property), whether in electronic form or otherwise, solely for the purposes of constructing, using and maintaining the Project, and all similar licenses from our and our consultant's respective consultants, in each case, in accordance with the terms and conditions of the Provider's Agreement. In the event of a default by the Provider and a termination of the Provider's Agreement by the Borrower, the Borrower shall be deemed to have been granted a continuing non-exclusive license for all Instruments of Service used or developed in connection with the Project to authorize any replacement design professional to reproduce, and to make changes, corrections or additions to the Instruments of Service, as necessary, for purposes of completing, using and maintaining the Project in accordance with the terms and conditions of the Provider's Agreement. All terms within this paragraph are as defined in the Provider's Agreement.

[Signature to Follow]

IN WITNESS WHEREOF, the Provider has caused these presents to be executed as of the day and year first hereinabove written.

PROVIDER:

**PRESBYTERIAN HOMES OF GEORGIA,
INC.**

By 
Name: Frank H. McElroy, Jr.
Title: President and Chief Executive Officer