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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

**NOTICE OF FILING AMENDED PROPOSED ORDER GRANTING DEBTORS', TRUSTEE AND DIP LENDER'S MOTION FOR AN ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES; (II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS AGENT WITH RESPECT TO THE PLAN; (III) APPROVING SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO THE PLAN; (IV) APPROVING MANNER AND FORMS OF**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.



**BALLOTS, NOTICES AND RELATED DOCUMENTS; AND (V) GRANTING  
RELATED RELIEF**

**PLEASE TAKE NOTICE** that on November 6, 2022, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Initial Plan Sponsors**”) filed the *Debtors’, Trustee and DIP Lender’s Motion for an Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief* [Docket No 767] (the “**Joint Solicitation Motion**”), requesting approval of solicitation procedures with respect to two (2) competing plans that were filed in these Chapter 11 Cases: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 750] and (ii) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752].

**PLEASE TAKE FURTHER NOTICE** that on December 6, 2022, the Initial Plan Sponsors filed the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869], proposed by the Initial Plan Sponsors and the Debtors (collectively, the “**Plan Sponsors**”) and supported by the official committee of unsecured creditors in these chapter 11 cases (the “**Committee**”) and Lifespace Communities, Inc. (“**Lifespace**”).

**PLEASE TAKE FURTHER NOTICE** that on December 7, 2022, the Plan Sponsors proposed an amended proposed solicitation order, including all exhibits thereto, which

supplemented the Joint Solicitation Motion and replaced Exhibit A originally attached thereto.  
[Docket No. 874]

**PLEASE TAKE FURTHER NOTICE** that on December 12, 2022, the Initial Plan Sponsors filed the *Second Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 898] (the “**Plan**”), proposed by Plan Sponsors and supported by the Committee and Lifespace.

**PLEASE TAKE FURTHER NOTICE** that the Plan Sponsors hereby submit, as Exhibit A attached hereto, a second amended proposed solicitation order, including all exhibits thereto, which supplements the Joint Solicitation Motion and replaces Exhibit A submitted through the Notice of Filing [Docket No. 874] filed on December 7, 2022.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit B is a redline document reflecting changes from the proposed order originally submitted in connection with the Competing Plans on November 6, 2022 [Docket No. 767] and the proposed order attached to this Notice of Filing as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit C is a redline document reflecting changes from the proposed order submitted on December 7, 2022 [Docket No. 874] and the proposed order attached to this Notice of Filing as Exhibit A. For the avoidance of doubt, the changes are to incorporate certain comments from the Voting Agent and to make conforming changes to the Plan.

*[signatures on following page]*

Dated: December 14, 2022  
Dallas, Texas

**POLSINELLI PC**

/s/ Trinitee G. Green

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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit A**  
**(Proposed Form of Order)**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES;  
(II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS  
THE VOTING AGENT WITH RESPECT TO THE PLAN; (III) APPROVING  
SOLICITATION AND NOTICE PROCEDURES; (IV) APPROVING MANNER  
AND FORMS OF BALLOTS, NOTICES AND RELATED DOCUMENTS;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee and the Debtors, the “**Plan Sponsors**”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the voting agent with respect to the Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the Plan and for filing objections to the Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion and the relief

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.

requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

- A. Notice of the Motion was good and sufficient notice to all interested parties.
- B. The following forms attached hereto as Exhibits 3, 4-B, 4-C, 5-B, 6-B, 7, 8-B, and 9 contain sufficient information and are appropriate under the circumstances:
- a. Disclosure Statement Hearing Notice, Exhibit 3;
  - b. Non-Voting Status Notice, Exhibits 4-B and Exhibit 4-C;
  - c. Disputed Claim Non-Voting Status Notice, Exhibit 5-B;
  - d. Opt Out Form, Exhibit 6-B;
  - e. Confirmation and Sale Hearing Notice, Exhibit 7;
  - f. Plan Supplement Notice, Exhibit 8-B; and
  - g. Resident Claim Cover Letter, Exhibit 9.
- C. The forms of the Ballots attached hereto as Exhibit Group 2-B (i) are sufficiently consistent with Official Form No. B314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for each Class of Claims entitled to vote to accept or reject the Plan.
- D. The time period set forth below during which the Plan Sponsors may solicit votes on the Plan is a reasonable period of time for holders of Claims to make an informed decision as to whether to accept or reject the Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provides for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

F. The procedures set forth below regarding the Confirmation and Sale Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.

**I. Kurtzman Carson Consultants, LLC's duties as Voting Agent for the Plan**

2. KCC is authorized to serve as the agent in these Chapter 11 Cases with respect to the Plan.

3. KCC shall assist with respect to the Plan by, among other things, (a) balloting; (b) distributing solicitation materials; (c) tabulating and calculating of votes; (d) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (e) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;

(f) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;

(g) responding to inquiries relating to the solicitation and voting process, including all matters related thereto; and (h) providing copies of documents and pleadings upon the request of creditors and parties in interest.

**II. Approval of Key Dates and Deadlines**

4. The following dates, to the extent they have not already been established by the Court, are hereby established (subject to modification by further order of the Court) with respect

to the solicitation of votes to accept or reject the Plan, voting on the Plan, objecting to the Plan, and pursuing confirmation of the Plan.

Event	Date
Voting Record Date	December 15, 2022
Solicitation Deadline	December 22, 2022
Date of Publication of Confirmation and Sale Hearing Notice	December 27, 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	January 16, 2023 at 4:00 p.m. CT
Deadline to File Rule 3018(a) Motions	January 16, 2023 at 4:00 p.m. CT
Event	Date
Deadline to Object to Rule 3018(a) Motions	January 20, 2023 at 4:00 p.m. CT
Plan Objection Deadline	January 20, 2023 at 4:00 p.m. CT
Voting Deadline	January 20, 2023 at 4:00 p.m. CT
Opt Out Deadline	January 20, 2023 at 4:00 p.m. CT
Deadline to File Voting Report	January 24, 2023 at 9:30 a.m. CT
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	January 24, 2023
Confirmation and Sale Hearing Date	January 26, 2023 at 9:30 a.m. CT

### **III. Confirmation and Sale Hearing Notice, Confirmation and Sale Hearing, and Objections**

5. Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with proof of service, with the Court and served so that they are **actually received** by the undersigned counsel and the following Notice Parties no later than the Plan Objection Deadline: (i) counsel for the

Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

6. The deadline for the Plan Sponsors and/or other parties supporting confirmation of the Plan to file and serve a confirmation brief and a Reply or Replies, as appropriate, to Confirmation Objections is **January 24, 2023** and, if the Confirmation and Sale Hearing is adjourned, the deadline shall be the date that is three (3) business days prior to any such adjourned hearing date.

7. Service of the Confirmation and Sale Hearing Notice, substantially in the form attached hereto as Exhibit 7, upon all known holders of Claims against and Interests in the Debtors and the parties on the Rule 2002 list (as of the Voting Record Date) constitutes adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, of: (a) the Confirmation and Sale Hearing to consider approval of the Plan; (b) the manner in which a copy of the Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtors shall publish the Confirmation and Sale Hearing Notice on or prior to **December 27, 2022**, or as soon as practically possible thereafter, (i) in the national edition of the *New York Times* or *USA Today*; and (ii) in any other regional or local publication within Dallas, Texas, as the Debtors deem necessary.

9. Publication of the Confirmation and Sale Hearing Notice as described herein shall constitute sufficient notice of the Confirmation and Sale Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**IV. Establishment of Voting Record Date, Disallowance of Claims for Voting Purposes, and Procedures for Temporary Allowance of Claims**

10. Pursuant to Bankruptcy Rule 3017(d), **December 15, 2022** shall be the Voting Record Date. The Plan Sponsors shall use the Voting Record Date for determining which holders of Claims are: (a) entitled to vote on the Plan and, thus, entitled to receive the Solicitation Package; or (b) not entitled to vote on the Plan and, thus, entitled to receive only the Confirmation and Sale Hearing Notice and a Non-Voting Status Notice and/or a Disputed Claim Non-Voting Status Notice (each of which will include an Opt Out Form).

11. With respect to any transferred claim, the transferee shall be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Regardless of the number of Claims obtained, each transferee shall be treated as a single creditor for purposes of the numerosity requirements of Bankruptcy Code section 1126(c) and the other procedures set forth in this Order.

12. In the event the Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant

to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which will include the Opt Out Form, substantially in the form attached hereto as Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan Sponsors and the other Notice Parties so as to be **actually received** no later than **January 16, 2023 at 4:00 p.m. (prevailing Central Time)**.

14. Any party having a Claim subject to a timely filed and served Rule 3018(a) Motion shall be permitted to cast a provisional Ballot to accept or reject the Plan. If, and to the extent that Plan Sponsors and such party are unable to resolve the issues raised by a Rule 3018(a) Motion prior to the Voting Deadline, then, at the Confirmation and Sale Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

15. The Plan Sponsors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court.

16. Nothing in this Order shall impact or limit the Plan Sponsors (or any other party in interest's) rights to object to any Proof of Claim or Rule 3018(a) Motion.

17. For the sake of clarity and to avoid any confusion, notwithstanding anything in this Order or any other Order of the Court to the contrary, with respect to the Plan and the Solicitation Packages, the Ballots delivered to holders of claims in Classes 5 and 6 under the Plan arising from Residency Agreements (as defined in the Plan) (herein, the "**Resident Claimants**"), shall be accompanied by a cover letter addressed specifically to each Resident Claimant that conforms to the template attached hereto as Exhibit 9 (the "**Resident Claim Cover Letter**"), which is hereby approved. Notwithstanding the rejection of any Residency Agreements pursuant to Bankruptcy Code

section 365, the Resident Claimants are not required to file a “Rejection Claim(s)” (as defined in the Plan) if such Resident Claimant(s) agree(s) with the proposed amount of the Resident Claimant’s Rejection Claim as set forth in the applicable Resident Claim Cover Letter. If a Resident Claimant disagrees with the proposed amount set forth in the Resident Claim Cover Letter, such Resident Claimant is required to file a Rejection Claim on or before the Rejection Damages Bar Date (as defined in the Plan). Further, Resident Claimants shall be permitted to vote the face amount of their scheduled claims, as set forth in the Ballots, with respect to the Plan, notwithstanding any designation of such claim as unliquidated, disputed or contingent in the Debtors’ schedules. For the avoidance of doubt, Resident Claimants do not need to file a motion under Bankruptcy Rule 3018 for the estimation of the value of such Class 5 and/or Class 6 claims, notwithstanding any designation of such claims as unliquidated, disputed or contingent in the Debtors’ schedules. Exclusively limited to voting and claims estimation purposes, if the amount of any Resident Claims within Class 5 under the Plan is to be challenged or valued at an amount other than the face value set forth on the Resident Claimant’s Ballot, then any such claim objection or claim estimation challenge to a Resident Claimant’s claim must be filed prior to the Voting Record Date.

**V. Approval of Solicitation Procedures**

18. The Plan Sponsors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as Exhibit 1, which are hereby approved in their entirety; *provided, however*, that the Plan Sponsors may amend or supplement the Solicitation Procedures (in consultation with Lifespace and the Committee or further order of the Court) where, in the Plan Sponsors’ best judgment, doing so would facilitate solicitation.

**A. Ballots and Non-Voting Status Notices with Opt Out Forms**

19. The Ballots (including voting instructions) to be distributed and used in connection with the solicitation of votes on, and confirmation of, the Plan, substantially in the forms attached hereto as Exhibit Group 2-B, are hereby approved.

20. Ballots shall be distributed to holders of Claims entitled to vote on the Plan, accompanied by a pre-addressed, postage prepaid return envelope. Holders of Claims entitled to vote on the Plan, will receive Ballots in the forms included in Exhibit Group 2-B.

21. With respect to Bondholders, the Voting Agent shall transmit Solicitation Packages for the beneficial holders of the Series 2015 Bonds and the Series 2017 Bonds (the “**Beneficial Owners**”) to all Nominees identified by the Voting Agent as an entity through which the Bondholders held the Series 2015 and/or Series 2017 Bonds as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Bondholders for whom the Nominee held bonds.<sup>3</sup> As part of the Solicitation Package, the Voting Agent shall transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form(s) attached to the Motion (the “**Beneficial Holder Ballots**”), and (b) a master ballot, as appropriate, substantially in the form(s) attached to the Motion (the “**Master Ballots**” and the Master Ballots collectively with the Beneficial Holder Ballots, the “**Bondholder Ballots**”). Such forms of Bondholder Ballots are included in Exhibit Group 2-B.

22. Each Nominee through which one or more Beneficial Owners holds the securities as of the Voting Record Date is hereby ordered to distribute the Solicitation Package to the Beneficial Owners for which they hold the securities within three (3) business days after receipt of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners

<sup>3</sup> Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the beneficial holders for the purpose of recording the beneficial holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot

consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

- (a) **Master Ballots:** A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Voting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is received by the Voting Agent before the Voting Deadline. All Beneficial Owner Ballots returned by Beneficial Owners must be retained by Nominees for inspection for at least one year from the Voting Deadline.
- (b) **Pre-Validated Ballots:** A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating their participant name and DTC participant number and; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner, the amount of the securities held by the Nominee for such Beneficial Owner, and the applicable CUSIP number; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent via E-Ballot or in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Ballots were delivered should be maintained by the Nominee for inspection for at least one year from the Voting Deadline.

23. Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

24. The Plan Sponsors are not required to provide Solicitation Packages to holders of Claims, including holders or potential holders of unclassified claims, who are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Voting Agent shall distribute, as appropriate, a Non-Voting Status Notice, substantially in the forms attached hereto as Exhibit 4-B and Exhibit 4-C, or a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which notices are hereby approved, as the case may be, in lieu of a Solicitation Package. Holders of Claims receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice will also receive an Opt Out Form, substantially in the form attached hereto as Exhibit 6-B which such holders may complete and return to elect to opt-out of the consensual third-party releases set forth in the Plan. The Opt Out Forms clearly and conspicuously instruct the recipient of such for that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the Plan.

25. The Non-Voting Status Notices, inclusive of the Opt Out Form, provide sufficient notice of the injunction, exculpation, and release provisions in the Plan and provide holders of Claims and Interests with sufficient opportunity to elect to not (a) grant such third-party releases or (b) be treated as a Releasing Party. The Opt Out Form sufficiently alerts holders of Claims and Interests not entitled to vote of their right to make the election and the manner in which such election must be made, by submitting a duly completed Opt Out Form to the Voting Agent in accordance with the instructions provided on the Opt Out Form.

26. Further, the Plan Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

**B. Approval of the Form and Distribution of Solicitation Packages**

27. The Plan Sponsors are authorized to transmit, or cause to be transmitted, Solicitation Packages to holders of Claims entitled to vote on the Plan on or before **December 22, 2022**, or as soon as practically possible thereafter (the “**Solicitation Deadline**”). Solicitation Packages shall include the following materials:

- (a) The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;
- (b) the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including any letters which are otherwise approved by the Court after notice in support of the Plan.

28. The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims

<sup>4</sup> For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Plan, which includes Class 2 and Class 4 Claims. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).

that are entitled to vote to accept or reject the Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to

the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject the Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

29. The Plan Sponsors are authorized, but not directed, to distribute the materials included in the Solicitation Packages, excluding Ballots and the Confirmation and Sale Hearing Notice in electronic format, which may include providing the materials (i) via compact-disc or flash drive or (ii) via online download. Any recipient of a Solicitation Package in electronic format who wishes to receive hard copies may request such hard copies from KCC in the manner provided in the Solicitation Packages.

30. Holders of Claims that have filed duplicate Claims in any given Class shall be entitled to receive only one Solicitation Package for the Plan and allowed one Ballot for voting their Claims with respect to that Class.

**C. No Notice or Transmittal Necessary**

31. The Plan Sponsors are not required to send Solicitation Packages, individual solicitation materials, or other notices to (a) any creditor that filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid to such creditor on account of such Proof of Claim or (b) the holder of a Claim that has been disallowed in full by order of the Court.

32. The Plan Sponsors are not required to give notice of any kind to any Person or Entity to whom the Plan Sponsors mailed the Disclosure Statement Hearing Notice and received the Disclosure Statement Hearing Notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Plan Sponsors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address.

33. The Plan Sponsors are not required to attempt to re-deliver Solicitation Packages, Confirmation and Sale Hearing Notices, and Non-Voting Status Notices (including Opt Out Forms) that are returned as undeliverable if the Plan Sponsors have not been timely provided with corrected address information by such parties.

#### **VI. Procedures for Vote Tabulation**

34. Any timely received Ballot that contains sufficient information to permit the identification of the holder of a Claim and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan, subject to the following exceptions:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (f) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;

- (g) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (h) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (i) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (j) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (k) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims; and
- (l) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.
- (m) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest.

- (n) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

35. The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

36. If a holder of a Claim that is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

37. The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsors, any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

38. The Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail [to EdgemereBallots@kccllc.com](mailto:toEdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

39. Under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in this Order.

40. Any duplicate Ballot shall be counted only once.

41. If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior

to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

42. Claim splitting is not permitted.

43. The deadline for the Voting Agent to file its voting report shall be **January 24, 2023 at 9:30 a.m. (prevailing Central Time)**.

#### **VII. Approval of the Notice of Filing of the Plan Supplements of the Plan Sponsors**

44. The Plan Sponsors are authorized to send the notice of the filing of the Plan Supplement, substantially in the form attached hereto as Exhibit 8-B. Notwithstanding the foregoing, the Plan Sponsors may amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the Plan.

#### **VIII. Miscellaneous**

45. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth herein constitutes adequate and sufficient notice of the Confirmation and Sale Hearing, and no further notice is necessary.

46. The Plan Sponsors, and KCC, are authorized to take all actions necessary to implement the relief granted in this Order.

47. To the extent there is any conflict or inconsistency between the terms of this Order and the terms set forth in the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

48. The Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors shall have

authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and any other materials in the Solicitation Packages prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

49. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

51. Copies of the Plan, the Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.

**### END OF ORDER ###**

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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 1**  
**(Solicitation Procedures)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**SOLICITATION PROCEDURES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”) entered an order approving the Disclosure Statement. *See* Docket No. [•].

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the Court entered an order (the “**Solicitation Procedures Order**”), among other things, (i) authorizing Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) to serve and act as the Voting Agent with respect to the Plan;<sup>2</sup> (ii) establishing the voting record date and other related dates in connection with confirmation of the Plan; (iii) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (iv) approving the manner and forms of notice and related documents; and (v) granting related relief. *See* Docket No. [•].

**A. The Voting Record Date**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to such terms in the Plan.

The Court has approved **December 15, 2022**, as the record date for purposes of determining which holders of Claims are entitled to vote on the Plan (the “**Voting Record Date**”).

**B. The Voting Deadline**

The Court has established **January 20, 2023, at 4:00 p.m. prevailing Central Time** as the voting deadline (the “**Voting Deadline**”) with respect to the Plan.

To be counted as votes to accept or reject the Plan, all ballots and master ballots (each a “**Ballot**” and collectively, the “**Ballots**”) must be properly executed, completed, and *actually received* by no later than the Voting Deadline by the Voting Agent.

**C. Ballots and Notices of Non-Voting Status**

**1. Ballots**

The Ballots to be used for the solicitation of votes on, and confirmation of, the Plan, shall be substantially in the form(s) attached to the Solicitation Procedures Order as Exhibit Group 2-B, with respect to the Plan. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote no later than **December 22, 2022**. Ballots will be accompanied by a pre-addressed, postage prepaid return envelope and instructions for submission of votes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes).

**2. Notices of Non-Voting Status and Disputed Claim Non-Voting Status**

Notices of non-voting status, including the Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 4-B and Exhibit 4-C and the Disputed Claims Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 5-B, shall be distributed to parties that are not entitled to vote to accept or reject the Plan. Such notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (with the exception of the Ballot). Additionally, parties not entitled to vote shall receive Opt-Out Forms that such holders **MUST** complete and return if they desire to (i) elect to opt-out of the consensual third-party releases and other provisions set forth in Section 8 of the Plan; and (ii) avoid being treated as a Releasing Party, as that term is defined in the Plan.

**D. Content, General Transmittal of Solicitation Packages, and Notice of Confirmation and Sale Hearing**

**1. The Solicitation Package**

The solicitation package (the “**Solicitation Package**”) will include the following:

- a. The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;
- b. the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that

Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and

- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including any letters which are otherwise approved by the Court after notice in support of the Plan.

## **2. Distribution of the Solicitation Packages**

As stated above, the Solicitation Packages shall provide the Disclosure Statement (and exhibits attached thereto, including the Plan and the order approving the Disclosure Statement) and the Plan Sponsors may transmit such materials via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download. Only the Ballot and the Confirmation and Sale Hearing Notice shall be provided in paper format.<sup>3</sup> Any party that receives the materials in electronic format but would prefer hard copies may contact the Voting Agent retained by the Debtors in the Chapter 11 Cases by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. Copies may also be obtained for a fee via PACER at <http://www.txnb.uscourts.gov>.

The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

The Plan Sponsors shall endeavor, to the extent possible, to ensure that holders of more than one Claim or Interest in a single Voting Class receive no more than one Solicitation Package on account of such Claim(s) or Interest(s).

<sup>3</sup> Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.

## **E. Voting and Tabulation Procedures**

### **1. Holders of Claims Entitled to Vote**

Only holders of Claims in Classes 2, 4, 5, and 6 are entitled to vote to accept or reject the Plan pursuant to Bankruptcy Code section 1126.

### **2. Voting Options**

The Plan Sponsors may accept (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via email to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the Plan through a Nominee can (i) return their Beneficial Holder Ballot, or otherwise as instructed by their Nominee, with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including the votes to accept or reject the Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

Instructions for Ballot submissions accompany the Ballots.

### **3. Tabulation of Votes**

Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the Plan Sponsors’ rights in any other context, each Claim entitled to vote to accept or reject the Plan shall be in an amount determined by the following procedures:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (j) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (k) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for

voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;

- (l) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (m) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;
- (n) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (o) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (p) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (q) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (r) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims;
- (s) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court,

any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

- (t) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and
- (u) Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

If a holder of a Claim is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

#### **4. Tabulation of Master Ballots**

The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

#### **5. Ballots not Counted**

In addition, under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in the Solicitation Procedures Order.

If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the Claim holder's intent and, thus, will supersede any prior Ballot(s); *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

If no votes are returned for a Class of Claims entitled to vote on the Plan, such Class shall be deemed to have accepted the Plan.

The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsor(s) any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

Subject to any contrary order of the Court and except as otherwise set forth herein, the Plan Sponsors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waiver(s) shall be documented in the Voting Agent's Voting Report.

## **6. The Voting Report**

The Voting Agent shall file its Voting Report no later than **January 24, 2023, at 9:30 a.m. prevailing Central Time.**

## **F. Amendments to the Plan and Solicitation Procedures**

The Plan Sponsors reserve the right to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors, as applicable, reserve the right to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, the Plan Supplement Notice, and any other materials in the Solicitation Package prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated: December [\_\_\_],  
2022 Dallas, Texas

**POLSINELLI PC**

*/s/ DRAFT*

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AND

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COUNSEL TO UMB BANK, N.A. AS  
TRUSTEE AND DIP LENDER

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**Exhibit Group 2-B**

**(Ballots for Holders of Claims in Classes 2, 4, 5, and 6)**



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*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**GENERAL UNSECURED CLAIM BALLOT**  
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**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**”) and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 879] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures (Exhibit 1 to the Solicitation Procedures Order.)

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

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subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This General Unsecured Claims Ballot is to be used for voting of Claims held by holders of Class 4 General Unsecured Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_ ; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-

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Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**The General Unsecured Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This General Unsecured Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.**

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR**

**GENERAL UNSECURED CLAIM BALLOT**  
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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

GENERAL UNSECURED CLAIM BALLOT

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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
- 3. Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 4 General Unsecured Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Class 4 General Unsecured Claim against the Debtors in the following aggregate amount:<sup>3</sup>

\$

**Item 2. Vote on Plan (check**

**only one box).** ACCEPT (vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;
- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

3 For voting purposes only, subject to tabulation rules.

**GENERAL UNSECURED CLAIM BALLOT**  
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Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**If by E-Ballot Portal:**

Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BENEFICIAL OWNER BALLOT AND RELEASE  
OPT OUT FORM FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, Solicitation Procedures, and this Beneficial Owner Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this Beneficial Owner Ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 9670269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is to be used for voting of Claims held by the record or beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General Unsecured Claims as of December 15, 2022 (the “**Voting Record Date**”) with the CUSIP

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

indicated by your broker, bank, dealer, or other agent (each, a “**Nominee**”) on Annex A attached hereto.

In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee). **The deadline for the receipt by the Voting Agent of pre-validated Beneficial Owner Ballots and Master Ballots cast on behalf of Beneficial Owners is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors.**

**The Beneficial Owner Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim, which is a Class 4 General Unsecured Claim, shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN THE PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY,**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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## INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement, including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL OWNER BALLOT.**

In order for your Class 2 Bond Claim and Class 4 General Unsecured Claim vote to be counted, the Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee) in sufficient time for such Nominee to timely cast votes to accept or reject the Plan on behalf of the beneficial holders on the Master Ballot by the Voting Deadline.

**Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (except as instructed by your Nominee).**

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you have a Claim in Class 2 Bond Claim and Class 4 General Unsecured Claim, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. Complete the information requested in Item 4;
- e. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 5. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- f. If you hold other Class 2 Bond Claims and Class 4 General Unsecured Claims or Claims in other Classes you may receive more than one Ballot. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive;
- g. You must vote all your Claims under the Plan either to accept or reject the Plan;

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

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- h. If more than one timely, properly completed Beneficial Owner Ballot is received, only the last, properly completed Beneficial Owner Ballot received will be counted, unless the holder of the Claim receives Bankruptcy Court approval otherwise;
- i. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- j. Provide your name, mailing address, and any remaining information requested;
- k. Sign and date your Beneficial Owner Ballot; and
- l. Return your Beneficial Owner Ballot with an original signature using the enclosed pre-addressed return envelope (or otherwise in accordance with the instructions of your Nominee).
- m. No Beneficial Owner Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.

**IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (866) 967-0269 (TOLL-FREE) OR +1 (310) 751-2669 (INTERNATIONAL), AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM OR BY E-MAILING [EDGEMEREINFO@KCCLLC.COM](mailto:EDGEMEREINFO@KCCLLC.COM) WITH A REFERENCE TO “EDGEMERE” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Class 2 Bond Claim and Class 4 General Unsecured Claim.** The undersigned hereby certifies that as of the December 15, 2022 Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class 2 Bond Claim and Class 4 General Unsecured Claim in the following principal amount (insert amount in box below). If you do not know the principal amount of Claim held, please contact your Nominee immediately.

Amount:        \$ _____
-------------------------

**Item 2. Vote on the Plan.** The beneficial owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 hereby votes to:

- Check one box:                Accept the Plan
- Reject the Plan

**Item 3. Certification as to Class 2 Bond Claims held in Additional Accounts.** By completing and returning this Beneficial Owner Ballot, the beneficial owner certifies that either (i) it has not submitted any other Beneficial Owner Ballots for other Class 2 Bond Claims held in other accounts or other record names with respect to the Plan or (ii) it has provided the information specified in the following table for all other Class 2 Bond Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS 2 BOND CLAIMS AND CLASS 4 GENERAL UNSECURED CLAIMS BENEFICIAL OWNER BALLOTS OTHER THAN THIS BENEFICIAL OWNER BALLOT WITH RESPECT TO THE PLAN.

Name of Record Holder or Nominee (if applicable)	Account Number with Other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted	CUSIP of Other Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted

**Item 4. Opt Out of Releases.**

Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

Eli **OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 5. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 certifies that a copy of the Disclosure Statement and the Plan has been received and reviewed by the undersigned.

Print or Type Name of Claimant:

---

---

Signature:

---

Name of Signatory (if different than claimant):

---

If by Authorized Agent, Title of Agent:

---

Street Address:

---

City, State, Zip Code:

---

Telephone Number:

---

E-mail Address:

---

Date Completed:

**PLEASE RETURN YOUR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS  
YOU RECEIVED WITH YOUR SOLICITATION PACKAGE.**

**IN ORDER TO COUNT, YOUR BALLOT OR A MASTER BALLOT  
CONTAINING YOUR VOTE MUST BE RECEIVED NO LATER THAN  
JANUARY 20, 2023 BY THE 4:00 P.M. (PREVAILING CENTRAL TIME)  
VOTING DEADLINE**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**ANNEX A**

*Please check ONE box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains. Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains, or otherwise provided that information to you on a label or schedule attached to this Beneficial Owner Ballot.*

<b>Class 2 Bond Claims; Class 4 General Unsecured Claims (Bond Deficiency Claim)</b>	
<input type="checkbox"/>	<b>87638REJ2</b>
<input type="checkbox"/>	<b>87638REK9</b>
<input type="checkbox"/>	<b>87638REL7</b>
<input type="checkbox"/>	<b>87638REM5</b>
<input type="checkbox"/>	<b>87638REN3</b>
<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REW3</b>
<input type="checkbox"/>	<b>87638RHV2</b>

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors  
and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
Northwest Senior Housing Corporation, *et*  
*al.*,<sup>1</sup> Debtors.

Chapter 11  
Case No. 22-30659 (MVL)  
(Jointly Administered)

**MASTER BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**BOND CLAIMS MASTER BALLOT**

**VOTING DEADLINE**

**IN ORDER TO COUNT, THIS MASTER BALLOT MUST BE RECEIVED BY THE VOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 20, 2023**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Master Ballot carefully before you submit this Master Ballot.**

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Master Ballot is to be used by you as Nominee, or as the proxy holder of a Nominee for the beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Unsecured Claims, to transmit to the Voting Agent the votes of such Beneficial Owners in respect of their Class 2 Bond Claims and Class 4 General Unsecured Claims to accept or reject the Plan.

In order for the votes of such Beneficial Owners to be counted, this Master Ballot must be properly completed, signed, and returned. **The deadline for the receipt by the Voting Agent of Master Ballots is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended.**

**The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR  
CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**BOND CLAIMS MASTER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

**BOND CLAIMS MASTER BALLOT**

CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

BOND CLAIMS MASTER BALLOT

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

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*[Remainder of the page intentionally left blank.]*

## INSTRUCTIONS FOR COMPLETING THE BALLOT

### VOTING DEADLINE AND MASTER BALLOT SUBMISSION

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

<b>If by standard or overnight mail or hand delivery:</b>  Northwest Senior Housing Corporation Solicitation c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<b>If by email:</b>  <a href="mailto:EdgemereBallots@kccllc.com">EdgemereBallots@kccllc.com</a> with a reference to “Edgemere Plan Master Ballot” in the subject line
--	---

Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (other than by e-mail to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com) with a reference to “Edgemere Plan Master Ballot” in the subject line).

The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.

### HOW TO VOTE:

If you are both the record owner and the Beneficial Owner of any principal amount of the Class 2 Bond Claims and Class 4 General Unsecured Claims and you wish to vote on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any Beneficial Owners of Class 2 Bond Claims other than yourself, you may either:

- a. “Pre-validate” the individual Beneficial Owner Ballot contained in the solicitation package and then forward the “Solicitation Package,” including the Disclosure Statement, the Plan, and all other exhibits thereto, a Confirmation Hearing Notice, a copy of the Solicitation Procedures Order, without attachments, other than Exhibit 1, and a Beneficial Owner Ballot to Beneficial Owners holding Class 2 Bond Claims for voting within three (3) business days after your receipt of the solicitation materials, along with clear instructions stating that Beneficial Owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The Beneficial Owner should then return the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials.

**BOND CLAIMS MASTER BALLOT**

You “pre-validate” a Beneficial Owner Ballot by indicating thereon the name, address, and DTC participant number of the record holder of the Class 2 Bond Claims, the amount of the Class 2 Bond Claims held by the Beneficial Owner as of the Voting Record Date, the appropriate account numbers through which the Beneficial Owner’s holdings are derived, and the applicable CUSIP number, and executing the Beneficial Owner Ballot. The Beneficial Owner should complete and return the pre-validated Beneficial Owner Ballot directly to the Voting Agent;

OR

- b. Within three (3) business days after the receipt of the solicitation materials, forward the solicitation materials to the Beneficial Owner of the Class 2 Bond Claims for voting along with a return envelope provided by and addressed to you, as the Nominee. The Beneficial Owner should return the individual Beneficial Owner Ballot to you. In such case, you will tabulate the votes of the respective Beneficial Owners on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. You should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to you by a date calculated by you to allow you to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.
- c. In addition, you are authorized to collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

**WITH RESPECT TO ALL BENEFICIAL OWNER BALLOTS RETURNED TO YOU, YOU MUST PROPERLY COMPLETE THE MASTER BALLOT, AS FOLLOWS:**

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the Class 2 Bond Claims and Class 4 General Unsecured Claims. To identify such Beneficial Owners without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS CLASS 2 BOND CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTE.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an



acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each Beneficial Owner in Item 3 of each completed Beneficial Owner Ballot relating to other Class 2 Bond Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, you must retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline and produce the same upon the written request of the Plan Sponsors, the Debtors, the Reorganized Debtors, or their respective counsel. You must also retain a list of the Beneficial Owners to whom pre-validated Ballots were delivered for inspection for at least one year from the Voting Deadline.
- i. The Master Ballot is *not* a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time, Beneficial Owners should not surrender certificates representing their securities. Neither the Plan Sponsors, the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.
- j. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.
- k. No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. Upon written request, however, the Plan Sponsors will reimburse you for reasonable, actual, and necessary out-of-pocket expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to the Beneficial Owners of Class 2 Bond Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Owner Ballots.
- l. In the event that (i) the Plan Sponsors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn



without any requirement of affirmative action by or notice to you.

- m. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature; and (v) any Ballot transmitted to the Voting Agent by facsimile, or electronic transmission, or other electronic means (other than Master Ballots which are entitled to vote via electronic mail). An otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan or indicating both acceptance and rejection of the Plan will not be counted.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PLAN SPONSORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE PLAN SPONSORS, THE DEBTORS, OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

*[Remainder of the page intentionally left blank.]*

BOND CLAIMS MASTER BALLOT

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**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of December 15, 2022 (the “**Voting Record Date**”), the undersigned (please check appropriate box):

- Is a broker, bank, or other agent or nominee for the Beneficial Owners of the aggregate principal amount of the Class 2 Bond Claims listed in Item 2 below, and is the record holder of such securities; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other agent or nominee, or a Beneficial Owner that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other agent or nominee, or a Beneficial Owner, that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below;

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Class 2 Bond Claims held by the Beneficial Owners of the Class 2 Bond Claims described in Item 2.

**Item 2. Vote.** The undersigned transmits the following votes of Beneficial Owners in respect of the Class 2 Bond Claims and certifies that the following Class 2 Bond Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Owners of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Owner must vote all of its Class 2 Bond Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan.

**ONLY ONE MASTER BALLOT SHOULD BE USED PER CUSIP. PLEASE CHECK THE APPLICABLE BOX BELOW TO INDICATE WHICH CUSIP IS VOTED WITH THIS MASTER BALLOT:**

<b>Class 2 Bond Claims</b>			
<input type="checkbox"/>	<b>87638REJ2</b>	<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REK9</b>	<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REL7</b>	<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REM5</b>	<input type="checkbox"/>	<b>87638REW3</b>

**BOND CLAIMS MASTER BALLOT**

<input type="checkbox"/>	87638REN3	<input type="checkbox"/>	87638RHV2

Your Customer Account Number for Each Beneficial Owner of Class 2 Bond Claims Voted	Principal Amount of Class 2 Bond Claims Held by Beneficial Owner as of Voting Record Date	Item 2		Item 4
		Indicate the vote cast on the Beneficial Owner Ballot by checking the appropriate box below.		Releases - Please check the box below if the Beneficial Owner checked the box in Item 4.
		Accept the Plan	or Reject the Plan	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTALS</b>	\$			

To vote on the Plan, the Beneficial Owner must have checked a box in Item 2 to ACCEPT or REJECT the Plan on its individual Beneficial Owner Ballot. If the Beneficial Owner did not check a box in Item 2 on its individual Beneficial Owner Ballot, by order of the Bankruptcy Court its vote will not be counted.

**Item 3. Certification as to Transcription of Information from Item 3 as to Class 2 Bond Claims and Class 4 General Unsecured Claims Voted Through Other Beneficial Owner Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 3 of each Beneficial Owner’s original Beneficial Owner Ballot, identifying any Class 2 Bond Claims and Class 4 General Unsecured Claims for which such Beneficial Owners have submitted other Beneficial Owner Ballots to other than the undersigned (use additional sheets of paper if necessary):

Your Customer Account Number for Each Beneficial Owner of Class 2 Bonds Claims and Class 4 General Unsecured Claims Who Completed Item 3 of the Beneficial Owner Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOTS:			
	Name of Record Holder or Other Nominee (if applicable)	Account Number with other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims and Class 4 General Unsecured Claims Voted	CUSIP of Other Class 2 Bond Claims Voted
1.				
2.				
3.				

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- a. each Beneficial Owner of Class 2 Bond Claims and Class 4 General Unsecured Claims listed in Item 2 above has been provided with a Solicitation Package with a Beneficial Owner Ballot (or other customary communication used to solicit or collect votes in lieu of a Beneficial Owner Ballot) to Beneficial Owner holding Class 2 Bond Claims through the undersigned with a return envelope;
- b. the undersigned is the record holder of the securities being voted or agent thereof;
- c. the undersigned has been authorized by each such Beneficial Owner to vote on the Plan and to make applicable elections;
- d. the undersigned has properly disclosed: (i) the number of Beneficial Owners voting Class 2 Bond Claims and Class 4 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 2 Bond Claims and Class 4 General Unsecured Claims owned by each such Beneficial Owner; (iii) each such Beneficial Owner’s respective vote concerning the Plan; and (iv) the customer account or other identification number for each such Beneficial Owners;
- e. the undersigned will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one (1) year after the Voting Deadline, and disclose all such information to the Bankruptcy Court, the Plan Sponsors or the Debtors, as the case may be, if so ordered; and
- f. The undersigned further acknowledges that the Plan Sponsors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

**BOND CLAIMS MASTER BALLOT**

Print or Type Name of Nominee:

DTC Participant Number:

Name of Proxy Holder or Agent (if applicable):

Signature:

Name of Signatory (if different than Nominee):

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code:

Telephone Number:

E-mail Address: \_\_\_\_\_

Date Completed:

BOND CLAIMS MASTER BALLOT

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Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
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*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
Northwest Senior Housing Corporation, *et*  
*al.*,<sup>1</sup> Debtors.

Chapter 11  
Case No. 22-30659 (MVL)  
(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Former Resident Claims (Class 5) and Current Resident Claims (Class 6)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**RESIDENT CLAIMS BALLOT**  
Error! Unknown document property name.

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**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**”) and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot (the “**Resident Claims Ballot**”) is for holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**RESIDENT CLAIMS BALLOT**

**PAGE 2**

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Resident Claims Ballot is to be used for voting of Claims held by holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_ ; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**RESIDENT CLAIMS BALLOT**  
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**The Resident Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Resident Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 5 Resident Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 5 AND CLASS 6**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Class 5 Former Resident Claims will be treated as follows:**

The Residency Agreements of Former Residents shall be rejected, and the holders of Allowed Class 5 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim in an amount equal to their Refund Claim. Former Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Former Residents) shall receive Cash from the Residents Trust within sixty (60) days of the Refund Trigger Date in an amount equal to their Refund Claim.

**Class 6 Current Resident Claims will be treated as follows:**

The Residency Agreements of Current Residents shall be rejected, and the holders of Allowed Class 6 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim in an amount equal to their Refund Claim. Current Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Current Residents) Cash from the Residents Trust within sixty (60) days of the Refund Trigger Date in an amount equal to their Refund Claim.<sup>4</sup>

**As described in more detail in the Disclosure Statement, if you choose to opt-out of the Lifespace Release, your claim will be treated as a Class 4 General Unsecured Claim, and, if the Plan is confirmed and the Effective Date occurs,**

**Class 4 General Unsecured Claims will be treated as follows:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

<sup>4</sup> The Residents Trust shall be informed of units which have been re-leased semi-annually by the Purchaser, which shall be the date the Residents Trust is deemed informed of units which have been re-leased for purposes of the Refund Trigger Date.  
87276120.1

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE  
DETAILS.**

**RESIDENT CLAIMS BALLOT**  
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**PAGE 4**

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**RESIDENT CLAIMS BALLOT**  
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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR**

**RESIDENT CLAIMS BALLOT**  
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**RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**RESIDENT CLAIMS BALLOT**  
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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND**

**RESIDENT CLAIMS BALLOT**  
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**RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

**RESIDENT CLAIMS BALLOT**  
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**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH**

**SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE  
RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

*[Remainder of the page intentionally left blank.]*

**RESIDENT CLAIMS BALLOT**  
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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
- 3. Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 5 or Class 6 Resident Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Claim in the following class (check only one box) in the following aggregate amount: 3

Class 5 Former Resident Claim

Class 6 Current Resident Claim

\$ \_\_\_\_\_

**Item 2. Vote on Plan (check only one box).**

ACCEPT (vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect to opt out of the Lifespace Settlement and elect not to grant the releases contained in Section 8.3 of the Plan. If you opt out, your claim will be treated as a Class 4 Claim. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the Lifespace Settlement and the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;

~~3 For voting purposes only, subject to tabulation rules.~~

- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**RESIDENT CLAIM BALLOT**  
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**If by E-Ballot Portal:**

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Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

**Exhibit 3**

**(Disclosure Statement Hearing Notice)**

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to Debtors and Debtors in Possession*

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
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2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Plan Sponsors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF  
(I) DISCLOSURE STATEMENT IN SUPPORT OF JOINT PLAN  
OF REORGANIZATION PROPOSED BY THE COMMITTEE AND THE  
DEBTORS AND RELATED SOLICITATION MATERIALS AND NOTICES,  
(II) DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION  
PROPOSED BY TRUSTEE AND DIP LENDER AND RELATED SOLICITATION  
MATERIALS AND NOTICES, AND (III) BIDDING PROCEDURES, STALKING**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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**HORSE ASSET PURCHASE AGREEMENT AND RELATED NOTICES IN CONNECTION WITH THE PLAN PROPOSED BY TRUSTEE AND DIP LENDER**

**PLEASE TAKE NOTICE THAT** Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) and the official committee of unsecured creditors (the “**Committee**”) in the above-captioned chapter 11 cases have filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Committee and Debtor Plan**”)<sup>2</sup> and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Committee and Debtor Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE THAT** UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Plan Sponsors**”) have filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan Sponsors’ Plan**”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Plan Sponsors’ Disclosure Statement**”); (iii) the *Motion of the Trustee and DIP Lender for Entry of an Order Approving Disclosure Statement and Granting Related Relief*, dated November 2, 2022 [Docket No. 754] (the “**Plan Sponsors’ Disclosure Statement Motion**”) and (iv) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief*, dated November 2, 2022 [Docket No. 755] (the “**Bidding Procedures Motion**”).

**Each of the Debtors and the Committee on the one hand and the Plan Sponsors on the other have proposed their own plan of reorganization. As explained in the respective disclosure statements, Section 8 of each plan contains releases and related injunction and exculpation provisions, which will become effective if the applicable Plan is confirmed. You should carefully review each plan and the applicable releases, exculpation, injunction, and related provisions. If you do not agree to such provisions, you MUST take action to opt-out by filling out and timely submitting an “OPT-OUT FORM” for each plan that will be provided to all parties prior to the hearing to consider approval and confirmation of the Committee and Debtor Plan and the Plan Sponsors’ Plan which hearing is scheduled to be conducted on January 10, 2023 at 9:30 a.m. (prevailing Central Time).**

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective Disclosure Statement or the Plan, as applicable, or as the context otherwise requires.

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**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before Judge Michelle V. Larson **November 30, 2022, at 1:30 p.m. (prevailing Central Time)**, to consider entry of an order, determining, among other things, that the Committee and Debtor Disclosure Statement and the Plan Sponsors’ Disclosure Statement each contain “adequate information” within the meaning ascribed to such term in Bankruptcy Code section 1125 and approving the Committee and Debtor Disclosure Statement and Plan Sponsors’ Disclosure Statement. Please be advised that the Disclosure Statement Hearing may be adjourned or continued from time to time by the Bankruptcy Court, the Debtors and the Committee or the Plan Sponsors without further notice other than as indicated in any notice or agenda of matters scheduled that is filed with the Bankruptcy Court or by being announced in open court. If the Disclosure Statement Hearing is continued with respect to either the Committee and Debtor Disclosure Statement or the Plan Sponsors’ Disclosure Statement, the applicable plan proponent will cause to be posted the new date and time of the Disclosure Statement Hearing at <https://kccllc.net/edgemere>. Each disclosure statement and plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

2. The Plan Sponsors’ Plan contemplates the sale of the Debtors’ assets subject to a marketing and sale process. Accordingly, at the Disclosure Statement Hearing, the Plan Sponsors will present their Bidding Procedures Motion, pursuant to which the Plan Sponsors will request Court approval for the sale process described therein.

3. You may participate in this hearing in-person or via Webex. (by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015. A copy of the WebEx Hearing Instructions are attached hereto as Exhibit A.

4. Any party in interest wishing to obtain a copy of the (i) Committee and Debtor Disclosure Statement and Committee and Debtor Plan; (ii) Plan Sponsors’ Disclosure Statement and Plan Sponsors’ Plan; (iii) the Plan Sponsors’ Disclosure Statement Motion and/or (iv) the Plan Sponsors’ Bidding Procedures Motion (collectively, the “**Documents**”) should contact Kurtzman Carson Consultants LLC, (“**KCC**” or the “**Voting Agent**”), by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [at EdgemereInfo@kccllc.com](mailto:at.EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. Interested parties may also review these Documents free of charge at <http://www.kccllc.net/edgemere>.

5. In addition, the Documents are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: <http://www.txnb.uscourts.gov>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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6. As required by the Bankruptcy Court's Order (I) Shortening Notice Periods with Respect to Disclosure Statements and Scheduled Disclosure Statement Hearing; (II) Establishing Objection Deadline; and (III) Granting Related Relief entered on November 2, 2022 [Docket No. 749], objections, if any, to approval of the (i) Committee and Debtor Disclosure Statement; (ii) Plan Sponsors' Disclosure Statement; and/or (iii) the Bidding Procedures must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the respective plan proponents, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court, and served so that they are **actually received** by the following parties no later than **November 28, 2022 at 11:59 p.m. (prevailing Central Time)**: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for Plan Sponsors, Mintz, Levin, Cohn, Ferris, Glosky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order.

**7. IF AN OBJECTION TO THE DISCLOSURE STATEMENT(S) OR THE BIDDING PROCEDURE MOTION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE COMMITTEE AND DEBTOR DISCLOSURE STATEMENT AND THE PLAN SPONSORS' DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND THE BIDDING PROCEDURES MOTION AND MAY NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

**0. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON EITHER LAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE RESPECTIVE DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE BANKRUPTCY COURT.**

[Signatures on Following Page]

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Dated: November 2, 2022  
Dallas, Texas

**HAYES AND BOONE, LLP**

/s/ J. Frasher Murphy

J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*) Eric Blythe (Admitted *Pro Hac Vice*) Kaitlin R. Walsh (Admitted *Pro Hac Vice*) One Financial Center Boston, MA 02111  
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*Counsel to Plan Sponsors*

**POLSINELLI PC**

/s/ Trinitee G. Green

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to the Debtors and Debtors in Possession*

**Exhibit 4-B**

**(Nonvoting Status Notice - Unimpaired Claims)**

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
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Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to Debtors and Debtors in Possession*

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
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2323 Victory Avenue, Suite 700  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**UNIMPAIRED CLAIMS NOTICE**  
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On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

Under the Plan, your Claim has been classified in one of the following Unimpaired Classes:

<b>Class</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
Class 1 – Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3 – Other Secured Claims	Unimpaired	No (Deemed to accept)

You hold an Unimpaired Claim that will be paid in full to the extent such Claim is Allowed. **Holders of Unimpaired Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
 c/o Kurtzman Carson Consultants LLC  
 222 N. Pacific Coast Highway, Suite 300  
 El Segundo, CA 90245

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform).

For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do

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<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “**Opt Out Form**” on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION**

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**WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE**

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**DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS**

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**PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,**

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**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS,**

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**AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

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**Exhibit 4-C**

**(Nonvoting Status Notice – Unclassified Claims)**

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*Counsel to Debtors and Debtors in Possession*

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Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) approving the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

In compliance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, the Diminution Claim and U.S. Trustee Fees are not classified under the Plan. Accordingly, your Claim has been Unclassified and will be paid in full to the extent such Claim is Allowed. **Holders of Unclassified Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance:

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you **MUST** affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**") on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,  
NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE  
LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN  
THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH  
SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE  
RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

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**Exhibit 5-B**

**(Disputed Claim Non-Voting Status Notice)**

Trinitee G. Green (SBN 24081320)  
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*Counsel to Debtors and Debtors in Possession*

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Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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One Financial Center  
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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

---

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

---

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

**You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan in accordance with Bankruptcy Rule 3018.**

Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242.

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**") on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

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<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

DISPUTED CLAIMS NOTICE  
87105035.3

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**Exhibit 6-B**  
**(Opt Out Form)**

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*Counsel to Debtors and Debtors in Possession*

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Thomas J. Zavala (SBN 24116265)  
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Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**OPT OUT ELECTION FORM FOR NON-VOTING CLAIMS**

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**OPT OUT ELECTION FORM**  
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time, the “**Plan**”).<sup>2</sup> Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you **MUST** affirmatively elect to opt out by filling out and submitting this form on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT,**

<sup>2</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

**OPT OUT ELECTION FORM**  
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**REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR**

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**RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

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**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN**

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**CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND**

OPT OUT ELECTION FORM  
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**ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

**PLEASE READ THE FOLLOWING:**

If you do not wish to be a “**Releasing Party**” (as defined in the Plan) and grant the releases set forth in the Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form is timely submitted to the Voting Agent before the Opt Out Deadline expires.

**If you do not submit this completed and signed “Opt Out Form” to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**

**Item 1. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law.

The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;

- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified

**OPT OUT ELECTION FORM**  
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below have been submitted with respect to the Plan or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**IF YOU WISH TO OPT OUT, YOU MUST COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME):**

<b>VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:</b>	<b>VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

OPT OUT ELECTION FORM  
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### **E-Ballot Voting Instructions**

To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) by visiting <http://www.kccllc.net/edgmerge>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:

Unique E-Ballot ID#:

PIN#:

If you are unable to use the E-Ballot portal or need assistance in completing and submitting your Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or (310) 751-2669 (International) or by e-mail [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com). Holders who cast an Opt Out Form using the Voting Agent’s E-Ballot portal should NOT also submit a paper Opt Out Form.

**OPT OUT ELECTION FORM**  
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**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

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Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)

**NOTICE OF HEARING REGARDING (I) CONFIRMATION OF THE FIRST AMENDED PLAN OF REORGANIZATION OF THE PLAN SPONSORS DATED DECEMBER 6, 2022; (II) APPROVAL OF THE SALE TRANSACTION; AND (III) RELATED VOTING AND OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [•]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [•]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan, and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video**

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<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

### **CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date is **December 15, 2022** (the “**Voting Record Date**”), which is the date for determining which holders of Claims and Interests are entitled to vote on the Plan.

**Voting Deadline.** The deadline for voting on the Plan **January 20, 2023, at 4:00 p.m. prevailing Central Time** (the “**Voting Deadline**”). If you received a Solicitation Package including a Ballot and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by Kurtzman Carson Consultants LLC (the “**Voting Agent**”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER SUCH PROVISIONS UNDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING A FORM TO “OPT-OUT” OF SUCH RELEASES AND RELATED PLAN PROVISIONS.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing **must**: (a) be in writing; (b) comply with the

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Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors' Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### **ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package(s) with respect to the Plan are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line. You may also obtain such information for free by visiting the case website at <http://www.kccllc.net/edgemere> or for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**The Plan Supplement.** The Plan Sponsors will file the Plan Supplement (as defined in the Plan) on or before **January 16, 2023** and will serve notice on all holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties of the filing of the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

### **BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE CONFIRMED PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

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Dated:, 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

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*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*

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– and –

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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 8-B**

**(Plan Supplement Notice)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**”) and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

*Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [●]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [●]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT**, as contemplated by the Plan, the Plan Sponsors filed the Plan Supplement with the Court on [●], 2022 [Docket No. [●]]. The Plan Supplement contains the following documents (as defined in the Plan): (i) the Litigation Trust Agreement; (ii) Residents Trust Agreement; (iii) list(s) of Executory Contracts and Unexpired Leases, and (iv) a form of monthly rental agreement for Current Residents. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

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<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM.”**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors’ Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe, and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a an electronic version) or a copy of the Plan Supplement, please feel free to contact the voting by: (a) calling (866) 967-0269 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

Dated:, 2023  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*  
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– and –

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*Counsel to the Debtors and Debtors in Possession*

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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 9**

**(Resident Claim Cover Letter Template)**



222 N. Pacific Coast Hwy 310.823.9000 PHONE  
3<sup>rd</sup> Floor kccllc.com  
El Segundo, CA 90245

[Date]

[Resident Name  
Contact  
Address  
Address  
City, State, Zip]

You are scheduled as a resident claimant under Edgemere's bankruptcy case.

***The amount of Edgemere's refund obligation due to you pursuant to the terms of your residency agreement with Edgemere is \$[\_\_\_\_\_].***

IF YOU AGREE WITH THIS AMOUNT YOU DO NOT HAVE TO FILE A REJECTION CLAIM AND THE REJECTION DAMAGES BAR DATE WILL NOT APPLY TO YOU. THE ONLY ACTION YOU NEED TO TAKE IS THE SUBMISSION OF THE BALLOT VOTING TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 PLAN BEFORE THE VOTING SUBMISSION DEADLINE INCLUDED THEREIN.

IF YOU DISAGREE WITH THIS AMOUNT, THEN YOU WILL NEED TO FILE A REJECTION CLAIM PRIOR TO THE REJECTION CLAIM BAR DATE FOLLOWING THE REJECTION OF YOUR RESIDENCY AGREEMENT.

**Exhibit B**

**(Redline of Cumulative Changes From November 6 to December 14)**

**Exhibit A**

**(Proposed Form of Order)**

| [86614147.8](#)  
[87102662.3](#)

| [87265405.2](#)



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES;~~(H)~~  
(II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS  
THE  
SINGULAR VOTING AGENT WITH RESPECT TO THE ~~COMPETING PLANS~~; PLAN;  
(III) APPROVING  
SOLICITATION AND NOTICE PROCEDURES ~~WITH RESPECT  
COMPETING PLANS~~; (IV) APPROVING MANNER  
AND FORMS OF BALLOTS, NOTICES AND RELATED DOCUMENTS;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as

~~<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup>Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Competing Plans, as applicable.~~

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.

successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and together with the Trustee and the Debtors, the “~~Bondholder~~ Plan Sponsors”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the ~~singular~~ voting agent with respect to the ~~Competing Plans~~ Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the ~~Competing Plans~~ Plan and for filing objections to the ~~Competing Plans~~ Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

A. Notice of the Motion was good and sufficient notice to all interested parties.

B. The following forms attached hereto as ~~Exhibit~~ Exhibits ~~3, 4-A, 4-B, 5-A, 4-C, 5-B, 6-A, 6-B, 7, 8-A, 8-B, and 9~~ contain sufficient information and are appropriate under the circumstances:

~~a.~~ a. Disclosure Statement Hearing Notice, Exhibit 3;

b. Non-Voting Status Notice, Exhibits 4-A-B and Exhibit 4-DC;

- c. Disputed Claim Non-Voting Status Notice, ~~Exhibit 5-A and~~ Exhibit 5-B;
- d. Opt Out Form, ~~Exhibit 6-A and Exhibit 6-B;~~ and
- e. Confirmation and Sale Hearing Notice, Exhibit 7;
- f. Plan Supplement ~~Notices~~ Notice, ~~Exhibit 8-A and~~ 8-B; and
- g. Resident Claim Cover Letter, Exhibit 9.

C. The forms of the Ballots attached hereto as ~~Exhibit Group 2-A and Exhibit Group 2-B~~ (i) are sufficiently consistent with Official Form No. B314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for each Class of Claims entitled to vote to accept or reject ~~any of the Competing Plans~~ Plan.

D. The time period set forth below during which the ~~Debtors and Bondholder~~ Plan Sponsors may solicit votes on the ~~Competing Plans~~ Plan is a reasonable period of time for holders of Claims to make an informed decision as to whether to accept or reject the ~~Competing Plans~~ Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the ~~Competing Plans provide~~ Plan provides for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

F. The procedures set forth below regarding the Confirmation and Sale Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

~~1.~~ 1. The Motion is GRANTED, as set forth herein.

**I. Kurtzman Carson Consultants, LC LLC's duties as Voting Agent for ~~Competing Plans~~ the Plan**

~~2.~~ 2. KCC is authorized to serve as the ~~voting~~ agent in these Chapter 11 Cases with respect to ~~both Competing Plans~~ the Plan.

3.3. KCC shall assist ~~the Plan Proponents~~ with respect to the ~~Competing Plans with~~Plan by, among other things, (a) balloting; (b) distributing ~~applicable~~ solicitation materials; (c) tabulating and calculating of votes; (d) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (e) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; ~~(f)~~ (f) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders; ~~(g)~~ (g) responding to inquiries relating to the solicitation and voting process, including all matters related thereto; and (h) providing copies of documents and pleadings upon the request of creditors and parties in interest.

**II. Approval of Key Dates and Deadlines**

4.4. The following dates, to the extent they have not already been established by the Court, are hereby established (subject to modification by further order of the Court) with respect to the solicitation of votes to accept or reject the ~~Competing Plans~~Plan, voting on the ~~Competing Plans~~Plan, objecting to the ~~Competing Plans~~Plan, and pursuing confirmation of the ~~Competing Plans~~Plan.

Event	Date
Voting Record Date	<del>November 28</del> <u>December 15</u> , 2022
Solicitation Deadline	December <del>5</del> <u>22</u> , 2022
Date of Publication of Confirmation and Sale Hearing Notice	December <del>9</del> <u>27</u> , 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	<del>December 27</del> <u>January 16, 2022</u> <u>2023</u> at 4:00 p.m. CT
Deadline to File Rule 3018(a) Motions	<del>December 27</del> <u>January 16, 2022</u> <u>2023</u> at 4:00 p.m. CT

<u>Event</u>	<u>Date</u>
Deadline to Object to Rule 3018(a) Motions	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Plan Objection Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
<u>Event</u>	<u>Date</u>
Voting Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Opt Out Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Deadline to File Voting Report	January <del>6</del> <u>24</u> , 2023 <u>at 9:30 a.m. CT</u>
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	January <del>6</del> <u>24</u> , 2023
Confirmation and Sale Hearing Date	January <del>10</del> <u>26</u> , 2023 at 9:30 a.m. CT

### III. Confirmation and Sale Hearing Notice, Confirmation and Sale Hearing, and Objections

5. Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan(s) that would resolve such objection, and (e) be filed, contemporaneously with proof of service, with the Court and served so that they are **actually received** by the undersigned counsel and the following Notice Parties no later than the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600,

Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

6. The deadline for the ~~Debtors, the Bondholder~~ Plan Sponsors and/or other parties supporting confirmation of the ~~Competing Plans~~Plan to file and serve a confirmation brief and a Reply or Replies, as appropriate, to Confirmation Objections is **January 6~~24~~, 2023** and, if the Confirmation and Sale Hearing is adjourned, the deadline shall be the date that is three (3) business days prior to any such adjourned hearing date.

7. Service of the Confirmation and Sale Hearing Notice, substantially in the form attached hereto as Exhibit 7, upon all known holders of Claims against and Interests in the Debtors and the parties on the Rule 2002 list (as of the Voting Record Date) constitutes adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, of: (a) the Confirmation and Sale Hearing to consider approval of the ~~Competing Plans~~Plan; (b) the manner in which a copy of the ~~Competing Plans~~Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtors shall publish the Confirmation and Sale Hearing Notice on or prior to **December 9~~27~~, 2022**, or as soon as practically possible thereafter, (i) in the national edition of the *New York Times* or *USA Today*; and (ii) in any other regional or local publication within Dallas, Texas, as the Debtors deem necessary.

9. Publication of the Confirmation and Sale Hearing Notice as described herein shall constitute sufficient notice of the Confirmation and Sale Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**IV. Establishment of Voting Record Date, Disallowance of Claims for Voting Purposes, and Procedures for Temporary Allowance of Claims**

10. Pursuant to Bankruptcy Rule 3017(d), ~~November 28~~December 15, 2022 shall be the Voting Record Date. The Plan ~~Proponents~~Sponsors shall use the Voting Record Date for determining which holders of Claims are: (a) entitled to vote on ~~any of the~~ ~~Competing Plans~~Plan and, thus, entitled to receive the Solicitation Package; or (b) not entitled to vote on ~~any of the~~ ~~Competing Plans~~Plan and, thus, entitled to receive only the Confirmation and Sale Hearing Notice and a Non-Voting Status Notice and/or a Disputed Claim Non-Voting Status Notice (each of which will include an Opt Out Form).

11. With respect to any transferred claim, the transferee shall be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Regardless of the number of Claims obtained, each transferee shall be treated as a single creditor for purposes of the numerosity requirements of Bankruptcy Code section 1126(c) and the other procedures set forth in this Order.

12. In the event the ~~Debtors or the Bondholder~~ Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the ~~Competing Plans~~Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been met with respect to the ~~Competing Plans~~Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a

Disputed Claim Non-Voting Status Notice, substantially in the ~~formsform~~ attached hereto as ~~Exhibit 5-A and~~ Exhibit 5-B, which will include the Opt Out Form, substantially in the ~~formsform~~ attached hereto as ~~Exhibit 6-A and~~ Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan ~~Proponents~~Sponsors and the other Notice Parties so as to be **actually received** no later than ~~December 27~~January 16, 20222023 at 4:00 p.m. (prevailing Central Time).

14. Any party having a Claim subject to a timely filed and served Rule 3018(a) Motion shall be permitted to cast a provisional Ballot to accept or reject the ~~Competing Plans~~Plan. If, and to the extent that, ~~the Debtors, the Bondholder~~ Plan Sponsors and such party are unable to resolve the issues raised by a Rule 3018(a) Motion prior to the Voting Deadline, then, at the Confirmation and Sale Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the ~~Competing Plans~~Plan.

15. The ~~Debtors, the Bondholder~~ Plan Sponsors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court.

16. Nothing in this Order shall impact or limit the ~~Debtors,' the Bondholder~~ Plan Sponsors (or any other party in interest's) rights to object to any Proof of Claim or Rule 3018(a) Motion.

17. For the sake of clarity and to avoid any confusion, notwithstanding anything in this Order or any other Order of the Court to the contrary, with respect to the ~~Edgemere Plan, the Bondholder Plan,~~Plan and the ~~respective~~ Solicitation Packages, the Ballots delivered to holders of ~~(i)~~ claims in Classes 5 and 6 under the ~~Edgemere Plan and (ii) claims in Class 4 under the Bondholder~~ Plan arising from Residency Agreements (as defined in the ~~Edgemere Plan and~~

~~Bondholder Plan, respectively~~Plan) (herein, the “**Resident Claimants**”), shall be accompanied by a cover letter addressed specifically to each Resident Claimant that conforms to the template attached hereto as Exhibit 9 (the “**Resident Claim Cover Letter**”), which is hereby approved. Notwithstanding the rejection of any Residency Agreements pursuant to Bankruptcy Code section 365, the Resident Claimants are not required to file a “Rejection Claim(s)” (as defined in the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan) if such Resident Claimant(s) agree(s) with the proposed amount of the Resident Claimant’s Rejection Claim as set forth in the applicable Resident Claim Cover Letter. If a Resident Claimant disagrees with the proposed amount set forth in the Resident Claim Cover Letter, such Resident Claimant is required to file a Rejection Claim on or before the Rejection Damages Bar Date (as defined in the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan). Further, Resident Claimants shall be permitted to vote the face amount of their scheduled claims, as set forth in the Ballots, with respect to the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan, notwithstanding any designation of such claim as unliquidated, disputed or contingent in the Debtors’ schedules. For the avoidance of doubt, Resident Claimants do not need to file a motion under Bankruptcy Rule 3018 for the estimation of the value of such Class 5 and/or Class 6 ~~Claims under the Edgemere Plan and Class 4 under the Bondholder Plan~~claims, notwithstanding any designation of such claims as unliquidated, disputed or contingent in the Debtors’ schedules. Exclusively limited to voting and claims estimation purposes, if the amount of any ~~Class 5 or Class 6 Claims under the Edgemere Plan and/or~~ Resident Claims within Class 45 under the ~~Bondholder~~ Plan is to be challenged or valued at an amount other than the face value set forth on the Resident Claimant’s Ballot, then any such claim objection or claim estimation challenge to a Resident Claimant’s claim must be filed prior to the Voting Record Date.

**V. Approval of Solicitation Procedures**

~~18.~~ 18. The Plan ~~Proponents~~Sponsors are authorized to solicit, receive, and tabulate votes to accept the ~~Competing Plans~~Plan in accordance with the Solicitation Procedures attached hereto as Exhibit 1, which are hereby approved in their entirety; *provided, however*, that the ~~Debtors or the Bondholder~~ Plan Sponsors may amend or supplement the Solicitation Procedures (in consultation with Lifespace and the ~~other Plan Proponents,~~Committee or further order of the Court) where, in the ~~Debtors' and Bondholder~~ Plan Sponsors' best judgment, doing so would facilitate solicitation.

**BA. Ballots and Non-Voting Status Notices with Opt Out Forms**

19. The Ballots (including voting instructions) to be distributed and used in connection with the solicitation of votes on, and confirmation of, the ~~Competing Plans~~Plan, substantially in the forms attached hereto as ~~Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B, with respect to the Bondholder Plan~~B, are hereby approved.

20. Ballots shall be distributed to holders of Claims entitled to vote on ~~any of~~ the ~~Competing Plans~~Plan, accompanied by a pre-addressed, postage prepaid return envelope. Holders of Claims entitled to vote on ~~any of~~ the ~~Competing Plans (other than Bondholders)~~Plan, will receive Ballots in the forms included in ~~Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B, with respect to the Bondholder Plan~~B.

21. With respect to Bondholders, the Voting Agent shall transmit Solicitation Packages for the beneficial holders of the Series 2015 Bonds and the Series 2017 Bonds (the “**Beneficial Owners**”) to all Nominees identified by the Voting Agent as an entity through which the Bondholders held the Series 2015 and/or Series 2017 Bonds as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Bondholders for whom the Nominee held bonds.<sup>3</sup> As part of the Solicitation Package, the Voting Agent shall

<sup>3</sup> Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their

transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form(s) attached to the Motion (the “**Beneficial Holder Ballots**”), and (b) a master ballot, as appropriate, substantially in the form(s) attached to the Motion (the “**Master Ballots**” and the Master Ballots collectively with the Beneficial Holder Ballots, the “**Bondholder Ballots**”).

~~22~~ [Such forms of Bondholder Ballots are included in Exhibit Group 2-B.](#)

22. Each Nominee through which one or more Beneficial Owners holds the securities as of the Voting Record Date is hereby ordered to distribute the Solicitation Package to the Beneficial Owners for which they hold the securities within three (3) business days after receipt of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

- (a) Master Ballots: A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Voting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is received by the Voting Agent before the Voting Deadline. All Beneficial Owner Ballots returned by Beneficial Owners must be retained by Nominees for inspection for at least one year from the Voting Deadline.
- (b) Pre-Validated Ballots: A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating their

~~Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Competing Plans also in~~

customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the beneficial holders for the purpose of recording the beneficial holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot

~~accordance with their customary practices. If it is the Nominee's customary and accepted practice to submit a "voting instruction form" to the beneficial holders for the purpose of recording the beneficial holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot~~

participant name and DTC participant number and; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner, the amount of the securities held by the Nominee for such Beneficial Owner, and the applicable CUSIP number; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent via E-Ballot or in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Ballots were delivered should be maintained by the Nominee for inspection for at least one year from the Voting Deadline.

~~23-23.~~ Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan ~~Sponsors’ Plan~~ from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

24. The Plan ~~Proponents~~Sponsors are not required to provide Solicitation Packages to holders of Claims, including holders or potential holders of unclassified claims, who are not entitled to vote on ~~any of the Competing Plans~~Plan. Instead, on or before the Solicitation Deadline, the Voting Agent shall distribute, as appropriate, a Non-Voting Status Notice, substantially in the forms attached hereto as ~~Exhibit 4-A and Exhibit 4-D, with respect to the Edgemere Plan, and~~ Exhibit 4-B and Exhibit 4-C, with respect to the Bondholder Plan, or a Disputed Claim Non-Voting Status Notice, substantially in the ~~forms~~form attached hereto as ~~Exhibit 5-A, with respect to the Edgemere Plan, and~~ Exhibit 5-B, with respect to the Bondholder Plan, which notices are hereby approved, as the case may be, in lieu of a Solicitation Package. Holders of Claims receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice will also receive an Opt Out Form, substantially in the form(s) attached hereto as Exhibit 6-A with respect to the Edgemere Plan, and Exhibit 6-B, with respect to the Bondholder Plan,B

which such holders may complete and return to elect to opt-out of the consensual third-party releases set forth in the ~~Edgemere Plan and the Bondholder~~ Plan. The Opt Out Forms clearly and conspicuously instruct the recipient of such for that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the ~~applicable Competing Plans~~ Plan.

25. The Non-Voting Status Notices, inclusive of the Opt Out Form, provide sufficient notice of the injunction, exculpation, and release provisions in the ~~Competing Plans~~ Plan and provide holders of Claims and Interests with sufficient opportunity to elect to not (a) grant such third-party releases or (b) be treated as a Releasing Party. The Opt Out Form sufficiently alerts holders of Claims and Interests not entitled to vote of their right to make the election and the manner in which such election must be made, by submitting a duly completed Opt Out Form to the Voting Agent in accordance with the instructions provided on the Opt Out Form.

26. Further, the ~~Debtors and the Bondholder~~ Plan ~~Proponents~~ Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

**CB. Approval of the Form ~~of,~~ and Distribution of ~~of,~~ Solicitation Packages**

~~27-27.~~ The ~~Debtors and the Bondholder~~ Plan ~~Proponents~~ Sponsors are authorized to transmit, or cause to be transmitted, Solicitation Packages to holders of Claims entitled to vote on ~~any of the~~ ~~Competing Plans~~ Plan on or before **December 522, 2022**, or as soon as practically possible thereafter (the “**Solicitation Deadline**”). Solicitation Packages shall include the following materials:

- (a) ~~(a)~~ The Disclosure ~~Statements~~ Statement as approved by the Court, including exhibits attached thereto, which shall include the ~~Competing Plans,~~

~~orders~~Plan, order approving the Disclosure ~~Statements;~~Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;}

- (b) the Confirmation and Sale Hearing Notice, which the ~~Debtors and Bondholder~~ Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including any letters which are otherwise approved by the Court after notice in support of the ~~Competing Plans~~Plan.

28. ~~Copies~~The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation ~~Packages~~Package (except for the Ballots) ~~shall be served~~ on the U.S. Trustee, and ~~(b) copies of any order(s) approving the Disclosure Statements and the Solicitation Procedures Order (each in electronic format) and~~ the Confirmation and Sale Hearing Notice ~~shall be served~~ on all creditors and equity ~~security~~ holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims

<sup>4</sup> For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Plan, which includes Class 2 and Class 4 Claims. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).

that are entitled to vote to accept or reject the ~~Competing Plans~~Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the ~~Competing Plans~~Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject ~~any of~~ the ~~Competing Plans~~Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

~~For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Competing Plans, which includes Class 2 and Class 4 Claims, with respect to the Edgemere Plan, and Class 2 Claims with respect to the Bondholder Plan. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).~~

29. The ~~Debtors and the Bondholder~~ Plan Sponsors are authorized, but not directed, to distribute the materials included in the Solicitation Packages, excluding Ballots and the Confirmation and Sale Hearing Notice in electronic format, which may include providing the materials (i) via compact-disc or flash drive or (ii) via online download. Any recipient of a Solicitation Package in electronic format who wishes to receive hard copies may request such hard copies from KCC in the manner provided in the Solicitation Packages.

30. Holders of Claims that have filed duplicate Claims in any given Class shall be entitled to receive only one Solicitation Package for ~~each Competing~~the Plan and allowed one Ballot for voting their Claims with respect to that Class.

**DC. ~~When~~ No Notice or Transmittal Necessary**

31. The ~~Debtors and the Bondholder~~ Plan Sponsors are not required to send Solicitation Packages, individual solicitation materials, or other notices to (a) any creditor that filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid to such creditor on account of such Proof of Claim or (b) the holder of a Claim that has been disallowed in full by order of the Court.

32. The Plan ~~Proponents~~Sponsors are not required to give notice of any kind to any Person or Entity to whom the Plan ~~Proponents~~Sponsors mailed the Disclosure Statement Hearing Notice and received the Disclosure Statement Hearing Notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Plan ~~Proponents~~Sponsors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address.

33. The Plan ~~Proponents~~Sponsors are not required to attempt to re-deliver Solicitation Packages, Confirmation and Sale Hearing Notices, and Non-Voting Status Notices (including

Opt Out Forms) that are returned as undeliverable if the Plan ~~Proponents~~Sponsors have not been timely provided with corrected address information by such parties.

## VI. Procedures for Vote Tabulation

34. ~~34.~~ Any timely received Ballot that contains sufficient information to permit the identification of the holder of a Claim and is cast as an acceptance or rejection of the ~~Competing Plans~~Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan, subject to the following exceptions:

- (a) If a Claim is deemed allowed in accordance with ~~any of the Competing Plans~~Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the ~~applicable~~ Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (f) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;

- (g) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (h) If the ~~Debtors or the Bondholder~~ Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the ~~Debtors or the Bondholder~~ Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (i) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (j) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (k) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on ~~any of the~~ Competing Plans Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such duplicate Claims; and
- (l) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.
- (m) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by

such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest.

- (n) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

35. The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- ~~(a)~~ (a) The amount that will be used to tabulate acceptance or rejection of the ~~Competing Plans~~ Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the ~~applicable~~ Plan shall be applied in the same proportion as the votes to accept and to reject the ~~applicable~~ Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

36. ~~36.~~ If a holder of a Claim that is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

37. ~~37.~~ The Plan ~~Proponents~~ Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan

~~Proponent~~Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan ~~Proponent(s)~~Sponsors, any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

38. The ~~Debtors and the Bondholder~~ Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“E-Ballot”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail ~~to~~to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at ~~<http://www.kccllc.net/edgemere>~~, <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

~~39.~~ 39. Under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the ~~Competing Plans have~~Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection ~~of any~~ of the ~~Competing Plans~~Plan or that indicates both acceptance and rejection of ~~any of Plans~~the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;

- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in this Order.

40. Any duplicate Ballot shall be counted only once.

41. If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which

shall be noted in the Voting Agent's voting report.

42. Claim splitting is not permitted.

43. The deadline for the Voting Agent to file its voting report shall be **January 624, 2023 at 9:30 a.m. (prevailing Central Time)**.

#### **VII. Approval of the Notice of Filing of the Plan Supplements of the ~~Debtors and Bondholder~~ Plan Sponsors**

44. The ~~Debtors are authorized to send the notice of the filing of the Edgemere Plan Supplement, substantially in the form attached hereto as Exhibit 8-A, and the Bondholder~~ Plan Sponsors are authorized to send the notice of the filing of the ~~Bondholder~~ Plan Supplement, substantially in the form attached hereto as Exhibit 8-B. Notwithstanding the foregoing, the ~~Debtors and the Bondholder~~ Plan Sponsors may amend the documents contained in, and exhibits to, the ~~respective~~ Plan Supplement in accordance with the ~~respective~~ Plan.

#### **VIII. Miscellaneous**

~~45-~~ 45. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth herein constitutes adequate and sufficient notice of the Confirmation and Sale Hearing, and no further notice is necessary.

~~46.~~ 46. The Plan ~~Proponents~~Sponsors, and KCC, are authorized to take all actions necessary to implement the relief granted in this Order.

~~47.~~ 47. To the extent there is any conflict or inconsistency between the terms of this Order and the terms set forth in the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

~~48.~~ 48. The Plan ~~Proponents~~Sponsors shall have authority to make nonsubstantive and nonmaterial changes to ~~their respective Plans~~the Plan and/or ~~disclosure statements~~Disclosure Statement. Furthermore, the Plan ~~Proponents~~Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure ~~Statements~~Statement, the ~~Competing Plans~~Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and any other materials in the Solicitation Packages prior to mailing. If such changes are made, the ~~Debtors or the relevant~~ Plan ~~Proponent~~Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

49. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

51. ~~51.~~ Copies of the ~~Competing Plans~~Plan, the ~~applicable disclosure statements~~Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing ~~at~~at EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.

**### END OF ORDER ###**

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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 1**  
**(Solicitation Procedures)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

SOLICITATION PROCEDURES

PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, ~~(i) the official committee of unsecured creditors (the “Committee”) and the above captioned debtors and debtors in possession (the “Debtors”) in these Chapter 11 Cases filed the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 750] (as may be amended, modified, or supplemented from time to time, the “Edgemere Plan”) and the Disclosure Statement in Support of Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Disclosure Statement”); and (ii) UMB Bank, N.A., in its capacity as successor bond trustee and master trustee Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Bondholder Initial Plan Sponsors”)) filed the and collectively with the Debtors, the “Plan Sponsors”) filed the (i) First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Trustee and the DIP Lender Plan Sponsors Dated November 2/December 6, 2022 [Docket No. 752/870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Bondholder Plan”) and the Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Bondholder Disclosure Statement”). Together the Edgemere Disclosure Statement and the Bondholder Disclosure Statement shall be referred to herein as the “Disclosure Statements” and “Plan Proponents” shall be used to refer, collectively, to the Committee and the Debtors, with respect to the Edgemere Plan, and the Bondholder Plan Sponsors, with respect to the Bondholder Plan Disclosure Statement”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee”).~~

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) entered an order approving the ~~Edgemere~~ Disclosure Statement. *See* Docket No. [•].

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, ~~the Court entered an order approving the Bondholder Disclosure Statement. See Docket No. [•].~~

~~† The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022,~~ the Court entered an order (the “**Solicitation Procedures Order**”), among other things, (i) authorizing Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) to serve and act as the ~~singular~~ Voting Agent with respect to the ~~Edgemere Plan and the Bondholder Plan (each, as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, a “Competing Plan” and, collectively, the “Competing Plans”)~~ Plan;<sup>2</sup> (ii) establishing the voting record date and other related dates in connection with confirmation of the Competing Plans Plan; (iii) approving procedures for soliciting, receiving, and tabulating votes on the Competing Plans Plan and for filing objections to the Competing Plans Plan; (iv) approving the manner and forms of notice and related documents; and (v) granting related relief. See Docket No. [•].

### ~~A.A.~~ A.A. The Voting Record Date

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to such terms in the Plan.

The Court has approved ~~November 28~~ December 15, 2022, as the record date for purposes of determining which holders of Claims are entitled to vote on the Competing Plans Plan (the “**Voting Record Date**”).

### ~~B.B.~~ B.B. The Voting Deadline

The Court has established January 3~~20~~23, at 4:00 p.m. prevailing Central Time as the voting deadline (the “**Voting Deadline**”) with respect to the Competing Plans Plan.

To be counted as votes to accept or reject the Competing Plans Plan, all ballots and master ballots (each a “**Ballot**” and collectively, the “**Ballots**”) must be properly executed, completed, and *actually received* by no later than the Voting Deadline by the Voting Agent.

### ~~C.C.~~ C.C. Ballots and Notices of Non-Voting Status

#### 1. Ballots

The Ballots to be used for the solicitation of votes on, and confirmation of, the Competing Plans Plan, shall be substantially in the form(s) attached to the Solicitation Procedures Order as Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B, with respect to the ~~Bondholder Plan~~. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote no later than December 5~~22~~22. Ballots will be accompanied by a pre-addressed, postage prepaid return envelope and instructions for submission of votes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes).

#### 2. Notices of Non-Voting Status and Disputed Claim Non-Voting Status

Notices of non-voting status, including the Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 4-A and Exhibit 4-D, with respect to the Edgemere Plan,

~~and Exhibit 4-B and Exhibit 4-C, with respect to the Bondholder Plan,~~ and the Disputed Claims  
Non-Voting Status Notices attached to the Solicitation Procedures Order as ~~Exhibit 5-A, with~~  
~~Capitalized terms used but not defined herein have the meaning given to such terms in the respective Competing Plan~~  
~~or Disclosure Statement, as applicable.~~

~~respect to the Edgemere Plan, and Exhibit 5-B, with respect to the Bondholder Plan,~~ shall be distributed to parties that are not entitled to vote to accept or reject the ~~Competing Plans~~Plan. Such notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (with the exception of the Ballot). Additionally, ~~with respect to each Competing Plan,~~ parties not entitled to vote shall receive Opt-Out Forms that such holders MUST complete and return if they desire to (i) elect to opt-out of the consensual third-party releases and other provisions set forth in Section 8 of the ~~Edgemere Plan and Section 8 of the Bondholder Plan~~; and (ii) avoid being treated as a Releasing Party, as that term is defined in ~~each of the applicable Competing Plans~~Plan.

## **D. Content, General Transmittal of Solicitation Packages, and Notice of Confirmation and Sale Hearing**

### **1. The Solicitation Package**

The solicitation package (the “**Solicitation Package**”) will include the following:

- ~~a.~~a. The Disclosure ~~Statements~~Statement as approved by the Court, including exhibits attached thereto, which shall include the ~~Competing Plans, orders~~Plan, order approving the Disclosure ~~Statements~~Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;
- b. the Confirmation and Sale Hearing Notice, which the ~~Debtors and the Bondholder~~ Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including any letters which are otherwise approved by the Court after notice in support of the ~~Competing Plans~~Plan.

### **2. Distribution of the Solicitation Packages**

As stated above, the Solicitation Packages shall provide the Disclosure ~~Statements~~Statement (and exhibits attached thereto, including the ~~Competing Plans~~Plan and the ~~orders~~order approving the Disclosure ~~Statements~~Statement) and the Plan ~~Proponents~~Sponsors may transmit such materials via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download. Only the Ballot and the Confirmation and Sale Hearing Notice shall be provided in paper format.<sup>3</sup> Any party that receives the materials in electronic format but would prefer hard

~~<sup>3</sup> Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Competing Plans also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of~~

copies may contact the Voting Agent retained by the Debtors in the Chapter 11 Cases by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing ~~at~~ [at EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kcellc.net/edgemere>. Copies may also be obtained for a fee via PACER at <http://www.txnb.uscourts.gov>.

The Plan ~~Proponents~~ [Sponsors](#) shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

~~With respect to each Competing Plan, the Plan Proponents~~ [The Plan Sponsors](#) shall endeavor, to the extent possible, to ensure that holders of more than one Claim or Interest in a single Voting Class receive no more than one Solicitation Package on account of such Claim(s) or Interest(s).

[§ Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.](#)

## **E. Voting and Tabulation Procedures**

### **1. Holders of Claims Entitled to Vote**

~~With respect to the Edgemere Plan, only~~ [Only](#) holders of Claims in Classes 2, 4, 5, ~~6,~~ and ~~86~~ are entitled to vote to accept or reject the ~~Edgemere Plan pursuant to Bankruptcy Code section 1126.~~

~~With respect to the Bondholder Plan, only holders of Claims in Classes 2 and 4 are entitled to vote to accept or reject the Bondholder~~ Plan pursuant to Bankruptcy Code section 1126.

### **2. Voting Options**

The Plan ~~Proponents~~ [Sponsors](#) may accept (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“E-Ballot”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail ~~to~~ [to EdgemereBallots@kcellc.com](mailto:EdgemereBallots@kcellc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting

portal on the Case Website located at <http://www.kccllc.net/edgemere5>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the ~~Competing Plans~~[Plan](#) through a Nominee can (i) return their Beneficial Holder Ballot, or otherwise as instructed by their Nominee, with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including ~~recording the Beneficial Holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.~~

the votes to accept or reject the ~~Competing Plans~~ Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

Instructions for Ballot submissions accompany the Ballots.

### 3. ~~3-~~ Tabulation of Votes

Solely for purposes of voting to accept or reject the ~~Competing Plans~~ Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to ~~either the Debtors’ or the Bondholder~~ Plan Sponsors’ rights in any other context, each Claim entitled to vote to accept or reject the ~~Competing Plans~~ Plan shall be in an amount determined by the following procedures:

- (a) If a Claim is deemed allowed in accordance with ~~any of the~~ ~~Competing Plans~~ Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the ~~applicable~~ Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (j) ~~(e)~~ If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (k) ~~(d)~~ If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (l) ~~(e)~~ If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (m) ~~(f)~~ If a Claim was listed in the Debtors’ filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors’ filed Schedules;

6

(n) ~~(g)~~ If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;

(o) ~~(h)~~ If the ~~Debtors or the Bondholder~~ Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the ~~Debtors or the Bondholder~~ Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;

(p) ~~(i)~~ Proofs of Claim filed in the amount of \$0.00 shall not be entitled to

vote;

(q) ~~(j)~~ A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;

(r) ~~(k)~~ Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on ~~any of the Competing Plans~~ Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such duplicate Claims;

(s) ~~(l)~~ If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

| (t) ~~(m)~~ Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any

principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and

- (u) ~~(n)~~ Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 ~~under the Edgemere Plan and holders of Class 4 claims~~ that are parties to Residency Agreements under the ~~Bondholder~~ Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

If a holder of a Claim is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

#### 4. Tabulation of Master Ballots

The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- ~~(a)~~ (a) The amount that will be used to tabulate acceptance or rejection of the ~~Competing Plans~~ Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the ~~applicable~~ Plan shall be applied in the same proportion as the votes to accept and to reject the ~~applicable~~ Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

#### 5. Ballots not Counted

In addition, under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether ~~any of the Competing Plans have~~ Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection ~~of any~~ of the ~~Competing Plans~~ Plan or that indicates both acceptance and rejection of ~~any of Plans~~ the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in the Solicitation Procedures Order.

If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the Claim holder's intent and, thus, will supersede any prior Ballot(s); *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

If no votes are returned for a Class of Claims entitled to vote on the ~~Competing Plans~~ Plan, such Class shall be deemed to have accepted the ~~applicable~~ Plan.

The Plan ~~Proponents~~ Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan ~~Proponent~~ Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan ~~Proponent~~ Sponsor(s); any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

Subject to any contrary order of the Court and except as otherwise set forth herein, the ~~applicable~~ Plan ~~Proponent~~ Sponsors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waiver(s) shall be documented in the Voting Agent's Voting Report.

## 6. The Voting Report

The Voting Agent shall file its Voting Report no later than **January 6~~24~~, 2023, at 4:00 p~~9:30~~ a.m. prevailing Central Time.**

### F. Amendments to the ~~Competing Plans~~Plan and Solicitation Procedures

The Plan ~~Proponents~~Sponsors reserve the right to make nonsubstantive and nonmaterial changes to ~~their respective Competing Plans~~the Plan and/or Disclosure ~~Statements~~Statement. Furthermore, the ~~Debtors and the Plan Proponents~~Sponsors, as applicable, reserve the right to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure ~~Statements~~Statement, the ~~Competing Plans~~Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, the ~~Edgemere Plan Supplement Notice, the Bondholder~~ Plan Supplement Notice, and any other materials in the Solicitation Package prior to mailing. If such changes are made, the Plan ~~Proponents~~Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated:

~~November~~Decemb  
er [\_\_\_], 2022  
Dallas, Texas

**POLSINELLI PC**

/s/ DRAFT  
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COUNSEL TO THE DEBTORS  
AND DEBTORS IN POSSESSION

AND

**HAYNES AND BOONE, LLP**

*/s/ DRAFT*  
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– and –

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COUNSEL TO UMB BANK, N.A. AS  
TRUSTEE AND DIP LENDER

| [84227327.12](#)

| [87265405.2](#)

**Exhibit Group 2-~~AB~~**  
**(~~Edgemere Plan Ballots~~)**



~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

In re:

Chapter 11

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Debtors.

Case No. 22-30659 (MVL)

(Jointly Administered)

~~**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~**CLASS 2 SECURED BOND CLAIMS**~~

~~**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY  
BEFORE COMPLETING THIS BALLOT.**~~

~~**PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND  
DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR  
EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE  
WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.**~~

~~**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE,  
IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE  
DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR  
NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A  
MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE  
CLAIMS AND NOTICING AGENT BY JANUARY 3, 2023 AT 4:00 P.M.,  
PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”).**~~

~~**IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR  
NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO  
THE VOTING AGENT IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU  
MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED”  
BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY  
THE VOTING DEADLINE.**~~

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~CUSIP indicated on Exhibit A hereto~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (the “**Committee**”) and Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) is soliciting votes with~~

~~respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) <sup>2</sup> from the holders of certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors* [Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or~~

~~supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “**Disclosure Statement Order**”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus,~~

~~the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court's Solicitation Procedures Order.~~

~~**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this ballot carefully before you submit this ballot.**~~

~~This ballot (the “Beneficial Holder Ballot”) is being sent to all beneficial holders (collectively, the “Beneficial Holders”) of the Original Bonds (as defined in the Plan). You are receiving this Beneficial Holder Ballot because records maintained by your broker, bank, common representative or other nominee or intermediary (collectively with their mailing agents, “Nominee”) indicate that you are a Beneficial Holder of a Class 2 Secured Bond Claim arising~~

~~under, related to or in connection with the Original Bonds as of November 28, 2022 (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Disclosure Statement Order are available on the case website. The Solicitation Package you are receiving with this Ballot provides instructions~~

~~detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA~~

~~90245; or (c) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Pursuant to the Disclosure Statement and the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use~~

~~the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

~~Most Beneficial Holders will submit votes to accept or reject the Plan by completing a Beneficial Holder Ballot and returning it to their Nominee, who will then prepare and submit a master ballot (a “**Master Ballot**”). You may have received specific instructions from your Nominee for use in returning completed Beneficial Holder Ballots. Please follow the instructions provided by your Nominee and return your Beneficial Holder Ballot in sufficient~~

~~time for your Nominee to complete and submit the Master Ballot so that it is received on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”). If a Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended, the vote will not count as an acceptance or rejection of the Plan.~~

~~YOU SHOULD CAREFULLY REVIEW THE PLAN AND THE ATTACHED INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.~~

~~If the Voting Agent does not receive the Master Ballot by January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the deadline is not extended, your vote as either acceptance or rejection of the Plan will not count and the Plan, if it is confirmed, will be binding on you whether or not you vote.~~

~~IMPORTANT NOTICE FOR ALL CREDITORS~~

~~PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT,  
ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS  
(INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO  
VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT~~

~~ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED~~

~~PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER.~~

~~CUSIP indicated on Exhibit A hereto~~

| **Item 1. Amount of Claim.**

~~As of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for such Holder) or the Nominee of a Beneficial Holder in the following aggregate unpaid principal amount:~~

~~\*(If an amount has not been provided by your bank, broker, nominee or other intermediary on a label below, please insert the amount in the box below. If your Bonds are held by a Nominee on~~

~~your behalf and you do not know the amount of Bonds held or the amount provided on the label is incorrect, please contact your Nominee immediately.)~~

~~Principal Amount: \$~~

~~Item 2. Vote on the Plan.~~

~~The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):~~

~~ACCEPT~~ (vote FOR) the Plan  ~~REJECT~~ (vote AGAINST) the Plan

~~**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.**~~

~~The Plan contains the following provision(s):~~

~~Section 1.128 Defines "Releasing Party"~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

~~***Section 8.3 Releases by Holders of Claims***~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~

~~RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF~~

~~CUSIP indicated on Exhibit A hereto~~

~~OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR~~

~~COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR  
RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART,  
ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION,  
EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR  
BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN  
CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE~~

~~ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11  
CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE  
PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED  
AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY,  
OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR  
RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT~~

~~OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A  
FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES  
WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR  
THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE  
AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF  
THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO~~

~~**THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION  
TRUST ASSETS.**~~

~~*Section 8.4 Exculpation*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE~~

~~PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY~~

~~LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN~~

~~CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11  
CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE  
ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE  
DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER  
RELATED~~

~~CUSIP indicated on Exhibit A hereto~~



~~AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN  
OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION  
OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE  
FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY~~

~~OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER~~

~~RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,~~

~~INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND~~

~~THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN, EXCEPT AS OTHERWISE~~

~~EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE~~

~~PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY~~

~~MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE,  
ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON  
ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY~~

~~CUSIP indicated on Exhibit A hereto~~

~~6~~

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~~SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV)~~

~~COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER  
PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR  
WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED,  
OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE  
PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL  
BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS~~

~~AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN).~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO~~

~~SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE  
KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS  
SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE  
DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH  
OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS,  
EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS,~~

~~AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES,  
ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS,  
INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER  
ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE  
EFFECTIVE DATE.~~

~~If you wish to opt out of being a “Releasing Party” you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to being a Releasing Party.~~

~~I elect to **OPT OUT** of and do not consent to the releases, exculpations,~~

~~and injunctions in Section 8 of the Edgemere Plan.~~

~~**Item 4. Other Beneficial Holder Ballots Submitted.**~~

~~By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims~~

~~CUSIP indicated on Exhibit A hereto~~

~~identified in Item 1 owned by such holder, except as identified in the following table, and  
(b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the  
same vote to accept or reject the Plan that the holder has indicated in Item 2 of this  
Beneficial Holder Ballot (please use additional sheets of paper if necessary):~~

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT**

<b>Account Number of Other Claims Voted</b>	<b>Name of Record Holder or Nominee</b>	<b>Principal Amount of Other Claims Voted</b>	<b>CUSIP Ticker Symbol of Other Claims Voted</b>
		\$	

		\$	
		\$	
		\$	

**Item 5. Acknowledgments and Certification**

By signing this Beneficial Holder Ballot, the undersigned certifies that:

- ~~a. no other Beneficial Holder Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Beneficial Holder Ballots have been cast, such earlier Ballots are hereby revoked;~~
- ~~b. the undersigned Beneficial Holder has been provided with a copy of the Plan, the Disclosure Statement, and the Disclosure Statement Order, and acknowledges that the vote set forth on this Beneficial Holder Ballot is subject to all terms and conditions set forth therein; and~~
- ~~c. the undersigned Beneficial Holder is the Beneficial Holder of the Claim set forth in Item 1, with full power and authority to vote to accept or reject the Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Beneficial Holder Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

Name of Claimant:

Signature:

Name of Signatory:  
(if different than Claimant)

If authorized by Agent, Title of Agent

**CUSIP indicated on Exhibit A  
hereto**

~~Street Address:~~

~~Street Address:  
(continued)~~

~~City, State, Zip Code:~~

~~Telephone Number:~~

~~Email Address:~~

~~Date Completed:~~

~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~

~~CUSIP indicated on Exhibit A hereto~~

~~[87265405.2](#)~~

~~84198983.~~



~~**INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE BENEFICIAL  
HOLDER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS**~~

**~~CAREFULLY TO ENSURE THAT YOUR BENEFICIAL HOLDER BALLOT  
WILL BE COUNTED.~~**

~~1. The Debtors are soliciting the vote of holders of Bond Claims as of the  
Voting Record Date to accept or reject the Plan. The Debtors have caused the attached~~

~~Beneficial Holder Ballot to be sent to you because the Debtors' available records indicate that you are a Beneficial Holder.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan~~

~~otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is~~

~~actually received by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots~~

~~by the Voting Agent is **January 3, 2023 at 4:00 p.m. (prevailing Central Time)**. Please allow additional time for your vote to be submitted to the Voting Agent on or before the Voting Deadline.~~

~~4. — If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow~~

~~sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, or the Bond Trustee, and if so sent will not be counted.~~

~~5. If a Beneficial Holder Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted, unless the Debtors determine or the Court orders otherwise.~~

~~6. This Beneficial Holder Ballot is not, and shall not, constitute or be deemed to be (a) a Proof of Claim or interest, an assertion of a Claim of Equity Interest, or (b) an~~

**CUSIP indicated on Exhibit A hereto**





~~admission by the Debtor of the nature, validity, or amount of any Claim or Equity Interest and does not signify that your Claim or Equity Interest has been or will be Allowed.~~

~~0. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purposes other than to vote to accept or reject the Plan.~~

~~1. If Multiple Beneficial Holder Ballots are received by the same holder of a Claim with respect to the same Claim(s) prior to the Voting Deadline, the last dated valid Beneficial Holder Ballot timely received will supersede and revoke any earlier Beneficial Holder Ballots.~~

~~2. If you believe you have received this Beneficial Holder Ballot in error, or if you need an additional Beneficial Holder Ballot, please contact the Voting Agent immediately at the telephone number or email address set forth below.~~

**Please return your Beneficial Holder Ballot promptly**

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line.~~

**~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot will not be counted.~~**

**~~CUSIP indicated on Exhibit A hereto~~**

Exhibit A

~~Your Nominee may have checked a box below to indicate the Plan Class and CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:~~

~~CLASS 2 - SECURED BOND CLAIMS~~

<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>

**CUSIP indicated on Exhibit A hereto**

~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

In re:

Chapter 11

~~Northwest Senior Housing Corporation, et al.,<sup>1</sup>~~

~~Debtors.~~

~~Case No. 22-30659 (MVL)~~

~~(Jointly Administered)~~

~~**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~**CLASS 2 SECURED BOND CLAIMS**~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned bankruptcy cases (the “**Chapter 11 Cases**”) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) <sup>2</sup> from the holders of~~

~~**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**~~

~~**PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS HOLDERS OF CLAIMS AGAINST THE DEBTORS TO DETERMINE WHETHER VOTE TO ACCEPT OR REJECT THE PLAN.**~~

~~**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (“KCC” OR THE “VOTING AGENT”) BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 3, 2023 (THE “VOTING DEADLINE”).**~~

~~certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors*~~

<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup>Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

CUSIP indicated on Exhibit A hereto

~~[Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the~~

~~Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [●]. Thus, the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court’s Solicitation Procedures Order.~~

~~Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this Master Ballot carefully before you submit this Master Ballot.~~

~~This ballot (the “**Master Ballot**”) is to be used by you, as a bank, broker, nominee or other intermediary, or an agent thereof (each of the foregoing, a “**Nominee**”) for beneficial holders of Bond Deficiency Claims (each a “**Beneficial Holder**” and together the “**Beneficial Holders**”) as of~~

~~November 28, 2022 (the “**Voting Record Date**”). This Master Ballot is being sent to Nominees for such Beneficial Holders to cast votes to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the Debtors’ Case Website. The Solicitation Package you are receiving with this Master Ballot provides~~

~~instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway,~~

~~Suite 300, El Segundo, CA 90245; or (e) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL  
ADVICE.~~

~~Pursuant to the Disclosure Statement Order, the Bankruptcy Court has approved the  
Disclosure Statement as containing adequate information under Bankruptcy Code section 1125.  
Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been~~

~~confirmed by the Bankruptcy Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

CUSIP indicated on ~~Exhibit A~~ hereto



~~You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a~~

~~Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.~~

~~The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you~~

~~must complete and return this Master Ballot so that the Voting Agent actually receives it on or before the Voting Deadline.~~

~~This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.~~

~~**Item 1. Certification of Authority to Vote.**~~

~~The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):~~

- ~~Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Bonds, or~~

~~Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 2.~~

~~**Item 2. Claim Votes on Plan:**~~

~~The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee,~~

~~Beneficial Holder Ballots (the “Beneficial Holder Ballots”) or other vote submissions casting such votes.~~

~~Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not~~

CUSIP indicated on ~~Exhibit A~~ hereto



~~indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection~~





~~INDICATE CUSIP HERE:~~

~~(USE A SEPARATE FORM FOR EACH CUSIP).~~

<del>Your Customer</del>		<del>Indicate the vote cast from</del>	<del>Indicate OPT OUT to giving the</del>
--------------------------	--	--	---

Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting	Item 2 of the Beneficial Holder Ballot by checking the appropriate box below		Releases by Holders of Claims in Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTAL</b>	\$			

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR~~

~~ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE~~

~~(INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE~~

~~REFINANCING TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE~~

~~AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE  
LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN  
AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST  
ASSETS.~~

~~*Section 8.4 Exculpation.*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD~~

~~FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE  
BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E),  
EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET  
FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR  
ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER  
HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY~~

~~PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN  
IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING,  
PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING,  
CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT,  
INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT  
CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE~~

~~FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS;~~

~~PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO  
EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY  
SUCH ACT OR OMISSION THAT IS DETERMINED IN~~

~~CUSIP indicated on Exhibit A hereto~~



~~A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN~~

~~CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT,  
INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE  
LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS  
DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED  
PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,~~

~~RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE~~

~~RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS  
AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER  
PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH  
RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,  
RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR  
REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE~~

~~PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR~~

~~MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (H) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO~~

~~ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR  
CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF  
ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH~~

CUSIP indicated on ~~Exhibit A~~ hereto



~~RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR  
DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN  
AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN  
EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND~~

~~INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS~~

~~OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS  
ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE  
OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE  
EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY  
RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED,  
AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE~~

~~EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER~~

~~PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER  
CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY  
ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR  
NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.~~

~~The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:~~

<del>YOUR customer</del>	<del>Transcribe from Item 4 of the Beneficial Holder Ballot</del>
--------------------------	---

<b>Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot</b>	<b>Account Number of Other Claims Voted</b>	<b>Name of Record Holder or Nominee</b>	<b>Principal Amount of Other Claims Voted</b>	<b>CUSIP of Other Claims Voted</b>
1.			\$	
2.			\$	
3.			\$	
4.			\$	

CUSIP indicated on Exhibit A hereto

5.			\$	
----	--	--	----	--

**Item 5. Certifications.**

Upon execution of this Master Ballot, the undersigned certifies the following:

- (a) ~~it has received a copy of (or information regarding where to obtain) the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial~~

~~Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;~~

~~(b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;~~

~~(c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its or their vote or~~

~~votes; (ii) the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and~~

~~(d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or~~

~~defective) for at least one (1) year after the Effective Date of the Plan and disclose all~~

~~such information to the Debtors or the Court, if so requested or ordered.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Case 22-30659-mvl11 Doc 818-2 Filed 11/23/22 Entered 11/23/22 12:28:48 Desc Exhibit 2 Page 23 of 68~~

~~Name of Nominee and/or DTC~~

~~Participant:~~ (Print or Type)

~~Participant Number (if applicable):~~

~~Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):~~

~~Signature:~~

~~Name of Signatory:~~

~~Title: Address:~~

~~Telephone Number:~~

~~Email:~~

~~Date Completed:~~

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY TO THE VOTING AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:**

**Via first class mail, by overnight courier, or by hand delivery to:**

**Northwest Senior Housing Corporation Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245**

**OR**

**Via Email to: EdgemereBallots@kcelle.com with a reference to**

**“EDGEMERE—Master Ballot”  
in the subject line**

***Please select only one method for the return of your Master Ballot.***

~~If the Voting Agent does not actually receive this Master Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes will not be counted.~~

**~~INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT~~**

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE ATTACHED  
MASTER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS  
CAREFULLY TO ENSURE THAT YOUR MASTER BALLOT WILL BE COUNTED.**~~

~~1. ——— The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Master Ballot or~~

~~in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon the Beneficial Holders if it is accepted by the holders of at least two thirds in amount and more than one half in number of Claims in at least one class of creditors that votes on the Plan and if the~~

~~Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims listed on Exhibit A hereto and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute~~

~~the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any~~

~~Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by **January 23, 2023 at 4:00 p.m. (prevailing Central Time)** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.~~

~~4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:~~

- ~~(a) "Pre-validate" the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee~~

~~of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such~~

~~Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial~~

~~Plan Class and CUSIP indicated on Exhibit A~~



~~Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or~~

~~(b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. Nominees may also follow their customary procedures to distribute the Solicitation~~

~~Package to the Beneficial Holder (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). In either such case, the Nominee will tabulate the votes of its respective owners on this Master Ballot, in accordance with the instructions set forth herein, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee~~

~~by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.~~

~~5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by~~

~~you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.~~

6. ~~The Master Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

7. ~~If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**~~

~~(a) — any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~

~~(b) — any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;~~

| ~~(c) any Master Ballot sent by facsimile or any electronic means other than electronic~~  
| ~~mail;~~

| ~~(d) any unsigned Master Ballot;~~

CUSIP indicated on Exhibit A hereto



~~(e) — any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;~~

~~(f) — votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and~~

~~(g) — any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.~~

~~8. The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Voting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.~~

~~9. If multiple Master Ballots are received from the same Nominee with respect to the same Claim(s) voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.~~

~~10. — The Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~

~~11. — **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary~~

~~or representative capacity and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.~~

~~12. If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on Exhibit A of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you~~

~~must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.~~

~~13.—— For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), the Debtors and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such~~

~~Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.~~

~~14. The following additional rules shall apply to Master Ballots:~~

CUSIP indicated on ~~Exhibit A~~ hereto

**(Ballots for Holders of Claims in Classes 2, 4, 5, and 6)**

~~(a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.~~

~~(b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;~~

~~(c) To the extent that conflicting votes or “over votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;~~

~~(d) To the extent that over votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the Claims; and~~

~~(e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.~~

**Please return your Master Ballot promptly**

~~If you have any questions regarding this Master Ballot, these Master Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (877) 499-4509 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line.~~

~~**If the Voting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the vote transmitted hereby will not be counted.**~~

CUSIP indicated on Exhibit A hereto

[24081320\) Polsinelli PC](#)

**~~Please check one CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):~~**

<b><del>CLASS 2—SECURED BOND CLAIMS</del></b>		
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R-HV2</del>

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[87638r@polsinelli.com](mailto:87638r@polsinelli.com)

[Jeremy R. Johnson \(Admitted Pro Hac Vice\)](#)

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~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~ Counsel to UMB Bank, N.A. as Trustee and DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM**  
**~~BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT~~**  
**~~THE JOINT PLAN OF REORGANIZATION~~**  
**~~PROPOSED BY THE COMMITTEE AND THE DEBTORS~~**

~~**CLASS 4 BOND DEFICIENCY CLAIMS**~~

**FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**General Unsecured Claims (Class 4)**

<sup>1</sup>The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**GENERAL UNSECURED CLAIM BALLOT**  
87096147.3

**PAGE 1**

**PLEASE READ AND FOLLOW THE ENCLOSED  
INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS  
BALLOT.**

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE CLAIMS AND NOTICING AGENT BY JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (THE “~~

**VOTING DEADLINE”).**

~~IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE VOTING AGENT IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE. THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M.~~

~~(PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.~~

~~\*The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Kurtzman Carson Consultants LLC (the “Voting Agent”)~~

~~UMB Bank, N.A., in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “Committee DIP Lender”), and Debtor Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) is d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes with respect to on the Joint First Amended Plan of Reorganization Proposed by of the Committee and the Debtors, dated November 2 Plan Sponsors Dated December 6, 2022 [Docket No. 750869] (together with all the schedules and exhibits thereto, and each as may be amended, modified, amended, or supplemented from time to time, the “Plan”) <sup>2</sup> from the This ballot is for holders of certain Impaired Class 4 General Unsecured Claims against the Debtors. The accompanying First Amended Disclosure Statement in Support of for the Joint Plan of Reorganization of the Committee and the Debtors Plan Sponsors Dated December 6, 2022 [Docket No. 752879] (together with all the schedules and exhibits thereto, and each as may be amended, modified, amended, or supplemented from time to time, the “Disclosure Statement”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes contains a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the The Bankruptcy Court entered approved the Order (A) Approving Disclosure Statement; (B) solicitation of votes on the Plan pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief [Docket No. [•]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [•]. Thus, the Debtors and the Committee The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures approved by (Exhibit 1 to the Court’s Solicitation Procedures Order.)~~

Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this ~~ballot~~ Ballot carefully before you ~~submit this ballot~~ vote. You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

~~This ballot (the “Beneficial Holder Ballot”) is being sent to all beneficial holders (collectively, the “Beneficial Holders”) of the Original Bonds (as defined in the Plan). You are receiving this Beneficial Holder Ballot because records maintained by your broker, bank, common representative or other nominee or intermediary (collectively with their mailing agents, “Nominee”) indicate that you are a Beneficial Holder of a Class 4 Bond Deficiency Claim arising under, related to or in connection with the Original Bonds as of November 28, 2022 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Disclosure Statement Order are available on the case website. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved~~

~~by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to "Edgemere" in the subject line. The materials may also be obtained free of charge from <https://www.kcellc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Pursuant to the Disclosure Statement and the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

~~Most Beneficial Holders will submit votes to accept or reject the Plan by completing a Beneficial Holder Ballot and returning it to their Nominee, who will then prepare and submit a master ballot (a “**Master Ballot**”). You may have received specific instructions from your Nominee for use in returning completed Beneficial Holder Ballots. Please follow the instructions provided by your Nominee and return your Beneficial Holder Ballot in sufficient time for your Nominee to complete and submit the Master Ballot so that it is received on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the “**Voting Deadline**”). If a Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended, the vote will not count as an acceptance or rejection of the Plan.~~

~~**YOU SHOULD CAREFULLY REVIEW THE PLAN AND THE ATTACHED INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.**~~

~~**If the Voting Agent does not receive the Master Ballot by January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the deadline is not extended, your vote as either acceptance or rejection of the Plan will not count and the Plan, if it is confirmed, will be binding on you whether or not you vote.**~~

~~**IMPORTANT NOTICE FOR ALL CREDITORS**~~

~~**PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER.**~~

~~CUSIP indicated on Exhibit A hereto~~

**Item 1. Amount of Claim.**

~~As of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for such Holder) or the Nominee of a Beneficial Holder in the following aggregate unpaid principal amount:~~

~~\*(If an amount has not been provided by your bank, broker, nominee or other intermediary on a label below, please insert the amount in the box below. If your Bonds are held by a Nominee on your behalf and you do not know the amount of Bonds held or the amount provided on the label is incorrect, please contact your Nominee immediately.)~~

~~Principal Amount: \$~~

**Item 2. Vote on the Plan.**

~~The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):~~

~~ACCEPT (vote FOR) the Plan  REJECT (vote AGAINST) the Plan~~

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF~~

~~CUSIP indicated on Exhibit A hereto~~

~~OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED~~

~~CUSIP indicated on Exhibit A hereto~~

~~AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH~~

~~PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT  
TO ANY~~

~~CUSIP indicated on Exhibit A hereto~~

~~SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, THE SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.~~

~~I elect to OPT OUT of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.~~

**Item 4. Other Beneficial Holder Ballots Submitted.**

~~By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims~~

~~CUSIP indicated on Exhibit A hereto~~

~~identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):~~

**~~ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT~~**

<del>Account Number of Other Claims Voted</del>	<del>Name of Record Holder or Nominee</del>	<del>Principal Amount of Other Claims Voted</del>	<del>CUSIP Ticker Symbol of Other Claims Voted</del>
		\$	
		\$	
		\$	
		\$	

**Item 5. Acknowledgments and Certification**

By signing this Beneficial Holder Ballot, the undersigned certifies that:

- a. ~~no other Beneficial Holder Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Beneficial Holder Ballots have been cast, such earlier Ballots are hereby revoked;~~
- b. ~~the undersigned Beneficial Holder has been provided with a copy of the Plan, the Disclosure Statement, and the Disclosure Statement Order, and acknowledges that the vote set forth on this Beneficial Holder Ballot is subject to all terms and conditions set forth therein; and~~
- c. ~~the undersigned Beneficial Holder is the Beneficial Holder of the Claim set forth in Item 1, with full power and authority to vote to accept or reject the Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Beneficial Holder Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

Name of Claimant:

Signature:

Name of Signatory:  
(if different than Claimant)

If authorized by Agent, Title of Agent

~~CUSIP indicated on Exhibit A  
hereto~~

~~Street Address:~~

~~Street Address:  
(continued)~~

~~City, State, Zip Code:~~

~~Telephone Number:~~

~~Email Address:~~

~~Date Completed:~~

~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~

**CUSIP indicated on Exhibit A hereto**

~~**INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE BENEFICIAL HOLDER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR BENEFICIAL HOLDER BALLOT WILL BE COUNTED.**~~

~~1. The Debtors are soliciting the vote of holders of Bond Claims as of the Voting Record Date to accept or reject the Plan. The Debtors have caused the attached Beneficial Holder Ballot to be sent to you because the Debtors' available records indicate that you are a Beneficial Holder.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two thirds in amount and more than one half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is **actually received** by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots by the Voting Agent is **January 3, 2023 at 4:00 p.m. (prevailing Central Time)**. Please allow additional time for your vote to be submitted to the Voting Agent on or before the Voting Deadline.~~

~~4. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, or the Bond Trustee, and if so sent will not be counted.~~

~~5. If a Beneficial Holder Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted, unless the Debtors determine or the Court orders otherwise.~~

~~6. This Beneficial Holder Ballot is not, and shall not, constitute or be deemed to be (a) a Proof of Claim or interest, an assertion of a Claim of Equity Interest, or (b) an~~

**CUSIP indicated on Exhibit A hereto**



~~admission by the Debtor of the nature, validity, or amount of any Claim or Equity Interest and does not signify that your Claim or Equity Interest has been or will be Allowed.~~

~~49. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purposes other than to vote to accept or reject the Plan.~~

~~50. If Multiple Beneficial Holder Ballots are received by the same holder of a Claim with respect to the same Claim(s) prior to the Voting Deadline, the last dated valid Beneficial Holder Ballot timely received will supersede and revoke any earlier Beneficial Holder Ballots.~~

~~51. If you believe you have received this Beneficial Holder Ballot in error, or if you need an additional Beneficial Holder Ballot, please contact the Voting Agent immediately at the telephone number or email address set forth below.~~

**Please return your Beneficial Holder Ballot promptly**

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line.~~

**~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot will not be counted.~~**

**~~CUSIP indicated on Exhibit A hereto~~**

**Exhibit A**

**Your Nominee may have checked a box below to indicate the Plan Class and CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:**

<b>CLASS 4 BOND DEFICIENCY CLAIMS</b>		
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>

~~CUSIP indicated on Exhibit A hereto~~

~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

<del>In re:</del>	<del>Chapter 11</del>
<del>Northwest Senior Housing Corporation, et al.,<sup>†</sup></del>	<del>Case No. 22-30659 (MVL)</del>
<del>Debtors.</del>	<del>(Jointly Administered)</del>

~~MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS~~

~~PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY  
BEFORE COMPLETING THIS BALLOT.~~

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE  
STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS  
HOLDERS OF CLAIMS AGAINST THE DEBTORS TO DETERMINE WHETHER  
VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED  
SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS  
LLC (“KCC” OR THE “VOTING AGENT”) BY 4:00 P.M. (PREVAILING CENTRAL  
TIME) ON JANUARY 3, 2023 (THE “VOTING DEADLINE”).~~

~~CLASS 4 BOND DEFICIENCY CLAIMS~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned bankruptcy cases (the “**Chapter 11 Cases**”) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”)<sup>2</sup> from the holders of certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors*~~

~~<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~[Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [●]. Thus, the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court’s Solicitation Procedures Order.~~

~~**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this Master Ballot carefully before you submit this Master Ballot.**~~

~~This ballot (the “Master Ballot”) is to be used by you, as a bank, broker, nominee or other intermediary, or an agent thereof (each of the foregoing, a “Nominee”) for beneficial holders of Bond Deficiency Claims (each a “Beneficial Holder” and together the “Beneficial Holders”) as of November 28, 2022 (the “Voting Record Date”). This Master Ballot is being sent to Nominees for such Beneficial Holders to cast votes to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the Debtors’ Case Website. The Solicitation Package you are receiving with this Master Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Pursuant to the Disclosure Statement Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Bankruptcy Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.~~

~~The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting Agent **actually receives** it on or before the Voting Deadline.~~

~~This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.~~

~~**Item 1. Certification of Authority to Vote.**~~

~~The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):~~

- ~~Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Bonds, or~~
- ~~Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~
- ~~Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 2.~~

~~**Item 2. Claim Votes on Plan:**~~

~~The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots (the “**Beneficial Holder Ballots**”) or other vote submissions casting such votes.~~

~~Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection~~





INDICATE CUSIP HERE:

(USE A SEPARATE FORM FOR EACH CUSIP).

Your Customer Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting	Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below		Indicate OPT OUT to giving the Releases by Holders of Claims in Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTAL</b>	\$			

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON~~

~~WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN  
RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR~~

~~CUSIP indicated on Exhibit A hereto~~

~~ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

~~*Section 8.4 Exculpation.*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO~~

~~EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY  
SUCH ACT OR OMISSION THAT IS DETERMINED IN~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*~~Section 8.5 Injunction~~*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR~~

~~CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF  
ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~**Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.**~~

~~The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:~~

<del>YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot</del>	<del>Transcribe from Item 4 of the Beneficial Holder Ballot</del>			
	<del>Account Number of Other Claims Voted</del>	<del>Name of Record Holder or Nominee</del>	<del>Principal Amount of Other Claims Voted</del>	<del>CUSIP of Other Claims Voted</del>
<del>1.</del>			<del>\$</del>	
<del>2.</del>			<del>\$</del>	
<del>3.</del>			<del>\$</del>	
<del>4.</del>			<del>\$</del>	

CUSIP indicated on ~~Exhibit A~~ hereto

5.			\$	
----	--	--	----	--

**Item 5. Certifications.**

Upon execution of this Master Ballot, the undersigned certifies the following:

- ~~(a) it has received a copy of (or information regarding where to obtain) the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;~~
- ~~(b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;~~
- ~~(c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its or their vote or votes; (ii) the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and~~
- ~~(d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Debtors or the Court, if so requested or ordered.~~

CUSIP indicated on Exhibit A hereto

~~Name of Nominee and/or DTC~~

~~Participant:~~

~~(Print or Type)~~

~~Participant Number (if applicable):~~

~~Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):~~

~~Signature:~~

~~Name of Signatory:~~

~~Title: Address:~~

~~Telephone Number:~~

~~Email:~~

~~Date Completed:~~

**~~PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY TO THE VOTING AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:~~**

**~~Via first class mail, by overnight courier, or by hand delivery to:~~**

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “Voting Agent”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation **Processing Center** Solicitation, c/o **KCC** Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245

**OR**

**Via Email to: [EdgemereBallots@kecllc.com](mailto:EdgemereBallots@kecllc.com); or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the**

**~~“EDGEMERE—Master Ballot”~~**  
**~~in the subject line~~**

***~~Please select only one method for the return of your Master Ballot.~~***

~~CUSIP indicated on Exhibit A hereto~~

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

GENERAL UNSECURED CLAIM BALLOT  
87096147.3

PAGE 2

~~If the Voting Agent does not actually receive this Master Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes will not be counted.~~

subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

~~**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE ATTACHED MASTER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR MASTER BALLOT WILL BE COUNTED.**~~

~~1.——The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.~~

~~2.——The Plan can be confirmed by the Court and thereby made binding upon the Beneficial Holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3.——You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims listed on Exhibit A hereto and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by **January 23, 2023 at 4:00 p.m. (prevailing Central Time)** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.~~

~~4.——If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:~~

- ~~(a)——“Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial~~

~~Plan Class and CUSIP indicated on Exhibit A hereto~~

~~Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom “pre validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or~~

- ~~(b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. Nominees may also follow their customary procedures to distribute the Solicitation Package to the Beneficial Holder (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). In either such case, the Nominee will tabulate the votes of its respective owners on this Master Ballot, in accordance with the instructions set forth herein, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.~~

~~5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.~~

~~6. The Master Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

~~7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**~~

~~(a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~

~~(b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;~~

~~(c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;~~

~~(d) any unsigned Master Ballot;~~

~~CUSIP indicated on Exhibit A hereto~~

~~(e) — any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;~~

~~(f) — votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and~~

~~(g) — any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.~~

~~8. — The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Voting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.~~

~~9. — If multiple Master Ballots are received from the same Nominee with respect to the same Claim(s) voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.~~

~~10. — The Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~

~~**11. — Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.~~

~~12. — If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on Exhibit A of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.~~

~~13. — For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), the Debtors and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.~~

~~14. — The following additional rules shall apply to Master Ballots:~~

CUSIP indicated on Exhibit A hereto



- ~~1. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.~~
- ~~2. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;~~
- ~~3. To the extent that conflicting votes or “over votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;~~
- ~~4. To the extent that over votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the Claims; and~~
- ~~5. For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.~~

~~**Please return your Master Ballot promptly**~~

~~If you have any questions regarding this Master Ballot, these Master Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (877) 499-4509 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line.~~

~~**If the Voting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the vote transmitted hereby will not be counted.**~~

CUSIP indicated on ~~Exhibit A~~ hereto



Exhibit A

~~Please check one CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):~~

<del>CLASS 4 - BOND DEFICIENCY CLAIMS</del>		
<del><input type="checkbox"/></del>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<del><input type="checkbox"/></del>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>



~~No person has been authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

<del>In re:</del>	<del>Chapter 11</del>
<del>Northwest Senior Housing Corporation, et al.,<sup>1</sup></del>	<del>Case No. 22-30659 (MVL)</del>
	<del>(Jointly Administered)</del>

~~**BALLOT FOR VOTING TO ACCEPT OR REJECT THE  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.~~

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR(S) TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:~~

~~Kurtzman Carson Consultants LLC (the "Voting Agent") in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (the "Committee") and Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (collectively, the "Debtors") in the above-captioned bankruptcy cases (the "Chapter 11 Cases") and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the "Trustee") and in its capacity as a lender under the DIP Credit Agreement (the "DIP Lender," and together with the Trustee, the "Bondholder Plan Sponsors") (together, the "Plan~~

~~The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~Proponents~~) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the ~~“Edgemere Plan”~~)<sup>2</sup> from the holders of certain Impaired Claims against the Debtors. On [DATE], 2022, the Court entered its order [Docket No. [•]] (the ~~“Disclosure Statement Order”~~) ~~approving the Disclosure Statement in Support of Joint Plan of Reorganization Proposed by the Committee and the Debtors that was filed on November 2, 2022 [Docket No. 751] (the “Edgemere Disclosure Statement”).~~

This ballot (the ~~“Ballot”~~) is being sent to you as a holder of a Class [•] Claim as of ~~November 28, 2022~~ (the ~~“Voting Record Date”~~). Accordingly, you have a right to vote to accept or reject the Plan.

The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the case website at <http://www.kccllc.net/edgemere>. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (ii) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (iv) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. PLEASE NOTE THAT

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

~~Pursuant to the Edgemere Disclosure Statement and the Disclosure Statement Order, the Court has approved the Edgemere Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Court approval of the Edgemere Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Edgemere Plan~~

[This General Unsecured Claims Ballot is to be used for voting of Claims held by holders of Class 4 General Unsecured Claims.](#)

**If your Ballot is not received by the Voting Agent on or before January 320, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Edgemere Plan.~~

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-

Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

~~YOU SHOULD CAREFULLY~~

[The General Unsecured Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.](#)

[This General Unsecured Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 General Unsecured Claims.](#)

**[IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4](#)**

[As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:](#)

[Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.](#)

~~PLEASE READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH HEREIN AND IN ARTICLE I OF THE DISCLOSURE STATEMENT BEFORE COMPLETING AND RETURNING THIS BALLOT~~[PLAN FOR MORE DETAILS.](#)

~~Your claim has been placed in Class \_\_ under the Plan.~~

*[\[Remainder of the page intentionally left blank.\]](#)*

[GENERAL UNSECURED CLAIM BALLOT](#)  
[87096147.3](#)

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE  
THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD  
PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM  
SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY  
APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES  
SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party” means each holder of a Claim who has not chosen, by marking the  
appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by  
Holders of Claims” provided for in Section 8.3 of this Plan.**

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE  
EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN  
THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR  
GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND  
SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS  
REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE  
RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES  
ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE  
REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS,  
INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION,  
SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND  
LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS  
ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER  
KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR  
HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE  
DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED  
PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN  
RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF  
THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON  
OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN  
PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION,  
EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR  
BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN  
CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE  
ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11  
CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS  
PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED  
AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY,  
OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**



CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.



Section 8.4 of the Plan - Exculpation.

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

GENERAL UNSECURED CLAIM BALLOT  
87096147.3

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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR

**MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED,  
DISCHARGED, OR**

**GENERAL UNSECURED CLAIM BALLOT**  
87096147.3

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ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
3. **Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 4 General Unsecured Claim Voted.** The ~~undersigned is a holder of~~ creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Class ~~4~~ General Unsecured Claim, ~~against the Debtors~~ in the ~~unpaid principal~~ following aggregate amount of: <sup>3</sup>

\$



**Item 2. Vote.** ~~The holder of the Claim set forth in Item 1 votes on Plan (please check~~

**only one box**):

ACCEPT (vote FOR) the Plan .

REJECT (vote AGAINST) the Plan.

~~Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.~~

~~The Plan contains the following provision(s):~~

~~*Section 1.128 Defines "Releasing Party"*~~

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

~~*Section 8.3 Releases by Holders of Claims*~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE~~

~~CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS  
SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN~~

~~AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

~~*Section 8.4 Exculpation*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

~~*Section 8.5 Injunction*~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR~~

~~REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR  
THE CONFIRMATION~~

~~ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND~~



~~SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~**PLEASE READ THE FOLLOWING:** If you do not wish to be a "Releasing Party" and grant the releases set forth above and in the Edgemere Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that the completed and signed Ballot is timely submitted to the Voting Agent before the Voting Deadline expires. **If you do not submit this completed and signed Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**~~

~~I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.~~

~~**ITEM 4. CERTIFICATION**~~

- Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;
- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that:~~a.~~ no other Ballots ~~have been cast~~ with respect to the amount of the Claim identified in Item 1, ~~and that,~~ have been cast or with respect to the ~~extent~~

~~such~~ Plan, if any other Ballots have been cast; with respect to such Claim, then any such earlier received Ballots are hereby revoked;

- ~~b. it has been provided with a copy of the Edgemere Plan, the Edgemere Disclosure Statement, and Solicitation Procedures Order, and acknowledges that the vote set forth on this Ballot is subject to all terms and conditions set forth therein; and~~
- ~~e. it is the holder of the Claim set forth in Item 1, and has full power and authority to vote to accept or reject the Edgemere Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

~~3 For voting purposes only, subject to tabulation rules.~~

Name of ~~Claimant~~  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory:

~~(if different (If other than Claimant~~Creditor):

~~If authorized by Agent, Title of Agent~~

~~Street Address:~~

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address:  
~~(continued)~~

\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number:

~~Email Address:~~ \_\_\_\_\_

Date Completed: \_\_\_\_\_

~~This Ballot is not, and shall not constitute or be deemed to be, (a) a Proof of Claim or Interest or an assertion of a Claim or Interest; or (b) an admission by the Debtors of the nature, validity, or amount of any Claim and does not signify that your Claim has been or will be Allowed.~~

**~~Please return your Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided. If the Voting Agent does not *actually receive* your completed Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

- ~~1. The Debtors are soliciting the votes of holders of Class      Claims with respect to the Edgemere Plan attached as Exhibit 1 to the Edgemere Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Edgemere Plan or the Edgemere Disclosure Statement, as applicable, copies of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**~~
- ~~2. To ensure that your Ballot is counted, you **must either**: (a) complete and submit this hard copy Ballot or (b) vote through the E-Ballot Portal accessible through the Debtors' restructuring website at <http://www.kccllc.net/edgemere>. **Ballots will not be accepted by facsimile or electronic means (other than the E-Ballot Portal).**~~
- ~~3. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Edgemere Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.~~

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

- ~~4. **Use of E-Ballot Portal.** To ensure that your electronic Ballot is counted, please:~~

Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

- ~~5. Your Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m., prevailing Central Time.**~~
- ~~6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
  - ~~(a) any Ballot that partially rejects and partially accepts the Edgemere Plan;~~
  - ~~(b) any Ballot that is not sent to the Voting Agent;~~
  - ~~(c) any Ballot sent by facsimile, email, or any electronic means other than via the E-Ballot Portal;~~~~

- ~~(d) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~
  - ~~(e) any Ballot submitted by a holder not entitled to vote on the Edgemere Plan;~~
  - ~~(f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);~~
  - ~~(g) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or~~
  - ~~(h) any Ballot not marked to accept or reject the Edgemere Plan or any Ballot marked both to accept and reject the Plan.~~
- ~~7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Class Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent *actually receives* the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.~~
- ~~8. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Edgemere Plan prior to the Voting Deadline, please contact the Voting Agent.~~
- ~~9. You must vote all of your Claim either to accept or reject the Edgemere Plan and may *not* split your vote. Further, if a holder has multiple Claims within a Voting Class, the Debtors may aggregate the Claims for the purpose of counting votes.~~
- ~~10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~
- ~~11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.~~
- ~~12. If you hold Claims in more than one Class under the Edgemere Plan you may receive more than one ballot for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.~~

~~**PLEASE SUBMIT YOUR**~~  
~~**GENERAL UNSECURED CLAIM BALLOT PROMPTLY PAGE 11**~~

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o~~

~~Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (e) emailing at [EdgemereInfo@kcccllc.com](mailto:EdgemereInfo@kcccllc.com) with a reference to “Edgemere” in the subject line.~~

~~**IF THE VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED) YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.**~~

[Trinitee G. Green \(SBN 24081320\)](#)

**Exhibit 2-B**  
**(Bondholders Plan**  
**Ballots)**

J. Frasher Murphy  
~~State Bar No. (SBN 24013214)~~

*Counsel to the Plan*

Thomas J. Zavala  
~~State Bar No. (SBN 24116265)~~

**HAYNES AND BOONE, LLP**

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Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**BENEFICIAL OWNER BALLOT AND RELEASE  
OPT OUT FORM FOR ACCEPTING OR REJECTING ~~PLAN SPONSORS'~~ CHAPTER 11  
PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**PAGE 1**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 869] (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, ~~or otherwise modified~~ from time to time, the “Plan Sponsors’ Plan”) [Docket No. 752]).<sup>2</sup> This ~~Beneficial Owner Ballot~~ ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2,

~~† The Debtors in these chapter 11 cases, along~~ Plan Sponsors Dated December 6, 2022 [Docket No. 870] (together with all the ~~last four digits of each Debtor’s federal tax identification number, are~~ Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~‡ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors’ Plan.~~

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~2022~~ (schedules and exhibits thereto, and each as amended, modified, ~~and or~~ supplemented from time to time, the “~~Plan Sponsors’ Disclosure Statement~~”) ~~[Docket No. 753]~~ describes the Plan ~~Sponsors’ Plan~~ and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’ Disclosure Statement~~ also contains a copy of the Plan ~~Sponsors’ Plan~~ as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan ~~Sponsors’ Plan~~ pursuant to ~~an order entered~~

~~[~~ the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief [Docket No. •], 2022 (the “~~Solicitation Procedures Order~~”) ~~[Docket No. •]~~. The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’ Solicitation, Voting, and Balloting Procedures (Exhibit [ ] attached to the Solicitation Procedures Order as Exhibit 1.)~~

Please review the ~~Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, the Solicitation Procedures Order, the Plan Sponsors’ Solicitation, Voting, and Balloting Procedures, and this Beneficial Owner Ballot~~ carefully before you vote. You may wish to seek legal advice concerning the ~~Plan Sponsors’ Plan~~ and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this Beneficial Owner Ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’ Disclosure Statement~~ or the ~~Plan Sponsors’ Plan~~, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-~~2669~~-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is to be used for voting of Claims held by the record or beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General Unsecured Claims as of ~~November 28~~ December 15, 2022 (the “**Voting Record Date**”) with the CUSIP

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE 2

indicated by your broker, bank, dealer, or other agent (each, a “Nominee”) on Annex A attached hereto.

In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee). **The deadline for the receipt by the Voting Agent of pre-validated Beneficial Owner Ballots and Master Ballots cast on behalf of Beneficial Owners is no later than 4:00 p.m. (prevailing Central Time) on January 30, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors.**

**The Beneficial Owner Ballot should not be sent to the Plan Sponsors, ~~the Debtors~~, their financial or legal advisors, or the Bankruptcy Court.**

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the ~~Plan Sponsors’~~ Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~BOND CLAIM BENEFICIAL OWNER BALLOT~~

~~PAGE 2~~

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 2 AND CLASS 4**

As described in more detail in the ~~Plan Sponsors'~~ Disclosure Statement, if the Plan ~~Sponsors' Plan~~ is confirmed and the Effective Date occurs:

~~Upon the terms and subject to the conditions set forth in the Plan Sponsors' Plan, on~~ On the Effective Date, ~~in full and final satisfaction and discharge of and in exchange for each Allowed Bond Claim,~~ the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.

The Bond Deficiency Claim, which is a Class 4 General Unsecured Claim, shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.

**PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND ~~PLAN SPONSORS'~~ PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS' THE~~ PLAN**

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan - Releases~~. Defines "Releasing Party"

"Releasing Party" means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the "Releases by Holders of Claims," provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES,~~ REORGANIZED DEBTOR AND THE ~~RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~IT~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS'~~ ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR

~~RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan—Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL~~

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT~~

AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE "DEBTOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section ~~8.58.3~~ of the Plan ~~Sponsors' Plan—Discharge~~ Releases by Holders of Claims.

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE~~

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

**Section 8.68.4 of the Plan ~~Sponsors' Plan~~-Injunction- Exculpation.**

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION~~

~~DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS~~

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN);~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

*[Remainder of the page intentionally left blank.]*

DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE,

EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND **THEIR ASSETS AND PROPERTIES**, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY,

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT PAGE 8

RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.

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[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

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## INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the ~~Plan Sponsors'~~ Plan. The terms of the Plan ~~Sponsors' Plan~~ are described in the ~~Plan Sponsors'~~ Disclosure Statement, including all exhibits thereto. **PLEASE READ THE PLAN SPONSORS' PLAN AND THE PLAN SPONSORS' DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL OWNER BALLOT.**

In order for your Class 2 Bond Claim and Class 4 General Unsecured Claim vote to be counted, the Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee) in sufficient time for such Nominee to timely cast votes to accept or reject the ~~Plan Sponsors'~~ Plan on behalf of the beneficial holders on the Master Ballot by the Voting Deadline.

**Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (except as instructed by your Nominee).**

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you have a Claim in Class 2 Bond Claim and Class 4 General Unsecured Claim, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. Complete the information requested in Item 4;
- e. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 5. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- f. If you hold other Class 2 Bond Claims and Class 4 General Unsecured Claims or Claims in other Classes you may receive more than one Ballot. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive;

g. You must vote all your Claims under the ~~Plan Sponsors'~~ Plan either to accept or

reject the Plan ~~Sponsors' Plan~~; [\[CUSIP AS INDICATED](#)

[ON ATTACHED ANNEX A\]](#)

[BOND CLAIM BENEFICIAL OWNER BALLOT](#)

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- h. If more than one timely, properly completed Beneficial Owner Ballot is received, only the last, properly completed Beneficial Owner Ballot received will be counted, unless the holder of the Claim receives Bankruptcy Court approval otherwise;

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~BOND CLAIM BENEFICIAL OWNER BALLOT~~ ~~PAGE 8~~

- i. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- j. Provide your name, mailing address, and any remaining information requested;
- k. Sign and date your Beneficial Owner Ballot; and
- l. Return your Beneficial Owner Ballot with an original signature using the enclosed pre-addressed return envelope (or otherwise in accordance with the instructions of your Nominee).
- m. No Beneficial Owner Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.

**IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE A COPY OF THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT OR ~~PLAN SPONSORS'~~ PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (866) 967-0269 (TOLL-FREE) OR +1 (310) ~~7512669~~[751-2669](tel:751-2669) (INTERNATIONAL), AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM OR BY E-MAILING [EDGEMEREINFO@KCCLLC.COM](mailto:EDGEMEREINFO@KCCLLC.COM) WITH A REFERENCE TO "EDGEMERE" IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE 911

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Class 2 Bond Claim and Class 4 General Unsecured Claim.** The undersigned hereby certifies that as of the ~~November 28~~December 15, 2022 Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class 2 Bond Claim and Class 4 General Unsecured Claim in the following principal amount (insert amount in box below). If you do not know the principal amount of Claim held, please contact your Nominee immediately.

Amount:            \$ _____
-----------------------------

**Item 2. Vote on the Plan.** The beneficial owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 hereby votes to:

- Check one box:                Accept the ~~Plan Sponsors'~~ Plan
- Reject the ~~Plan Sponsors'~~ Plan

**Item 3. Certification as to Class 2 Bond Claims held in Additional Accounts.** By completing and returning this Beneficial Owner Ballot, the beneficial owner certifies that either (i) it has not submitted any other Beneficial Owner Ballots for other Class 2 Bond Claims held in other accounts or other record names with respect to the ~~Plan Sponsors'~~ Plan or (ii) it has provided the information specified in the following table for all other Class 2 Bond Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan ~~Sponsors' Plan~~ (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS 2 BOND CLAIMS AND CLASS 4 GENERAL UNSECURED CLAIMS BENEFICIAL OWNER BALLOTS OTHER THAN THIS BENEFICIAL OWNER BALLOT WITH RESPECT TO THE ~~PLAN SPONSORS'~~ PLAN.

Name of Record Holder or Nominee (if applicable)	Account Number with Other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted	CUSIP of Other Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted

--	--	--	--

**Item 4. Opt Out of Releases.**

Check the box below if you elect not to grant the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan. Election to withhold consent is at your option. If you abstain from submitting a ~~Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan Sponsors' Plan to the fullest extent permitted by applicable law.~~ The undersigned elects to:

~~OPT OUT of the releases contained in Section 8.3 of the Plan Sponsors' Plan.~~

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE ~~10~~12

Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the Plan.

**Item 5. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 certifies that a copy of the ~~Plan Sponsors'~~ Disclosure Statement and the Plan ~~Sponsors' Plan~~ has been received and reviewed by the undersigned.

Print or Type Name of Claimant:

Signature:

Name of Signatory (if different than claimant):

If by Authorized Agent, Title of Agent:

Street Address:

City, State, Zip Code:

Telephone Number:

E-mail Address:

Date Completed:

**PLEASE RETURN YOUR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS YOU RECEIVED WITH YOUR SOLICITATION PACKAGE.**

**IN ORDER TO COUNT, YOUR BALLOT OR A MASTER BALLOT CONTAINING YOUR VOTE MUST BE RECEIVED NO LATER THAN JANUARY 320, 2023 BY THE 4:00 P.M. (PREVAILING CENTRAL TIME) VOTING DEADLINE**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE ~~11~~13

**ANNEX A**

*Please check ONE box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains. Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains, or otherwise provided that information to you on a label or schedule attached to this Beneficial Owner Ballot.*

<b>Class 2 Bond Claims; Class 4 General Unsecured Claims <u>(Bond Deficiency Claim)</u></b>	
<input type="checkbox"/>	<b>87638REJ2</b>
<input type="checkbox"/>	<b>87638REK9</b>
<input type="checkbox"/>	<b>87638REL7</b>
<input type="checkbox"/>	<b>87638REM5</b>
<input type="checkbox"/>	<b>87638REN3</b>
<input checked="" type="checkbox"/>	<b>87638RES2</b>
<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REW3</b>
<input type="checkbox"/>	<b>87638RHV2</b>



**HAYNES AND BOONE, LLP**

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[Counsel to Debtors](#)  
[and Debtors in Possession](#)

J. Frasher Murphy

~~State Bar No. (SBN~~  
Thomas J. Zavala  
~~State Bar No. (SBN~~  
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Telephone: (214) 6

~~Counsel to the Plan-S~~

~~MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC~~

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Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**MASTER BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING ~~PLAN SPONSORS'~~ CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**BOND CLAIMS MASTER BALLOT**

**PAGE 1**

**VOTING DEADLINE**

**IN ORDER TO COUNT, THIS MASTER BALLOT MUST BE RECEIVED BY THE VOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 30, 2023 (~~THE “VOTING DEADLINE”~~)**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~December 6, 2022 (~~[Docket No. 869]~~) (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, or otherwise

~~† The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~BOND CLAIMS MASTER BALLOT~~

~~PAGE 1~~

modified from time to time, the “~~Plan Sponsors’ Plan~~” ~~[Docket No. 752]~~).<sup>2</sup> The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2/December 6, 2022 (~~[Docket No. 870]~~ together with all the schedules and exhibits thereto, and each as amended, modified, ~~and~~ or supplemented from time to time, the “~~Plan Sponsors’ Disclosure Statement~~” ~~[Docket No. 753]~~) describes the Plan ~~Sponsors’ Plan~~ and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’~~ Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan ~~Sponsors’ Plan~~ pursuant to ~~an order entered~~ ~~[ ]~~, 2022 the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief [Docket No. •] (the “**Solicitation Procedures Order**”) ~~[Docket No. ]~~. The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’~~ Solicitation, ~~Voting, and Balloting~~ Procedures (~~Exhibit [ ] attached~~ to the Solicitation Procedures Order as Exhibit 1.)

Please review the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, the Solicitation Procedures Order, the ~~Plan Sponsors’~~ Solicitation, Voting, and Balloting Procedures, and this Master Ballot carefully before you submit this Master Ballot.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’~~ Disclosure Statement or the ~~Plan Sponsors’~~ Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “**Voting Agent**”) (a) by calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Master Ballot is to be used by you as Nominee, or as the proxy holder of a Nominee for the beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Unsecured Claims, to transmit to the Voting Agent the votes of such Beneficial Owners in respect of their Class 2 Bond Claims and Class 4 General Unsecured Claims to accept or reject the ~~Plan Sponsors'~~ Plan.

In order for the votes of such Beneficial Owners to be counted, this Master Ballot must be properly completed, signed, and returned. **The deadline for the receipt by the Voting Agent of Master Ballots is no later than 4:00 p.m. (prevailing Central Time) on January 3~~20~~20, 2023 (the "Voting Deadline"), unless such time is extended.**

**The Master Ballot should not be sent to the Plan Sponsors, ~~the Debtors,~~ their financial or legal advisors, or the Bankruptcy Court.**

This Master Ballot is solely for purposes of voting to accept or reject the ~~Plan Sponsors'~~ Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

~~<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors' Plan.~~

~~BOND CLAIMS MASTER BALLOT~~

~~PAGE 2~~

**IMPORTANT NOTICE REGARDING TREATMENT FOR  
CLASS 2 AND CLASS 4**

As described in more detail in the ~~Plan Sponsors'~~ Disclosure Statement, if the Plan ~~Sponsors' Plan~~ is confirmed and the Effective Date occurs:

~~Upon the terms and subject to the conditions set forth in the Plan Sponsors' Plan, on~~ On the Effective Date, ~~in full and final satisfaction and discharge of and in exchange for each Allowed Bond Claim,~~ the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.

The Bond Deficiency Claim shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.

**PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND ~~PLAN SPONSORS'~~ PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan—Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES, REORGANIZED DEBTOR AND THE RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~IT~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS'~~ ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS,

~~THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-"DEBTOR RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan - Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE~~

~~WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.~~

**Section 8.58.3 of the Plan Sponsors’ Plan – Discharge – Releases by Holders of Claims.**

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE,~~

~~OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER~~

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

~~SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

~~Section 8.68.4 of the Plan Sponsors' Plan—Injunction—Exculpation.~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR~~

POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS ~~AFFORDED IN THIS PLAN,~~ AND ~~THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN~~ THAT ARE PROVIDED IN THIS PLAN SHALL BE IN ~~EXCHANGE FOR FULL AND IN COMPLETE~~ FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND ~~INTERESTS~~ CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, ~~AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).~~ WHETHER KNOWN OR

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN~~

~~OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

*~~Remainder of the page intentionally left blank.~~*

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,

**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

BOND CLAIMS MASTER BALLOT

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PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.

BOND CLAIMS MASTER BALLOT

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*[Remainder of the page intentionally left blank.]*

## INSTRUCTIONS FOR COMPLETING THE BALLOT

### VOTING DEADLINE AND MASTER BALLOT SUBMISSION

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than 4:00 p.m. (prevailing Central Time) on January 3~~20~~<sup>20</sup>, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

<b>If by standard or overnight mail or hand delivery:</b>  Northwest Senior Housing Corporation Solicitation c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<b>If by email:</b>  <a href="mailto:EdgemereBallots@kccllc.com">EdgemereBallots@kccllc.com</a> with a reference to “Edgemere Plan <del>Sponsor</del> -Master Ballot” in the subject line
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Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (other than by e-mail to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com) with a reference to “Edgemere Plan ~~Sponsor~~ Master Ballot” in the subject line).

The Master Ballot should not be sent to the Plan Sponsors, ~~the Debtors~~, their financial or legal advisors, or the Bankruptcy Court.

### HOW TO VOTE:

If you are both the record owner and the Beneficial Owner of any principal amount of the Class 2 Bond Claims and Class 4 General Unsecured Claims and you wish to vote on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any Beneficial Owners of Class 2 Bond Claims other than yourself, you may either:

- a. “Pre-validate” the individual Beneficial Owner Ballot contained in the solicitation package and then forward the “~~Plan Sponsors’~~ Solicitation Package,” including the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, and all other exhibits thereto, a Confirmation Hearing Notice, a copy of the Solicitation Procedures Order, without attachments, other than Exhibit ~~F1~~<sup>1</sup>, and a Beneficial Owner Ballot to Beneficial Owners holding Class 2 Bond Claims for voting within three (3) business days after your receipt of the solicitation materials, along with clear instructions stating that Beneficial Owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The Beneficial Owner should then return the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials.

**BOND CLAIMS MASTER BALLOT**

You “pre-validate” a Beneficial Owner Ballot by indicating thereon the name, address, and DTC participant number of the record holder of the Class 2 Bond Claims, the amount of the Class 2 Bond Claims held by the Beneficial Owner as of the Voting Record Date,

~~BOND CLAIMS MASTER BALLOT~~

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the appropriate account numbers through which the Beneficial Owner's holdings are derived, and the applicable CUSIP number, and executing the Beneficial Owner Ballot. The Beneficial Owner should complete and return the pre-validated Beneficial Owner Ballot directly to the Voting Agent;

OR

- b. Within three (3) business days after the receipt of the solicitation materials, forward the solicitation materials to the Beneficial Owner of the Class 2 Bond Claims for voting along with a return envelope provided by and addressed to you, as the Nominee. The Beneficial Owner should return the individual Beneficial Owner Ballot to you. In such case, you will tabulate the votes of the respective Beneficial Owners on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. You should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to you by a date calculated by you to allow you to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.
- c. In addition, you are authorized to collect votes to accept or to reject the ~~Plan Sponsors'~~ Plan from Beneficial Owners in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

**WITH RESPECT TO ALL BENEFICIAL OWNER BALLOTS RETURNED TO YOU, YOU MUST PROPERLY COMPLETE THE MASTER BALLOT, AS FOLLOWS:**

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the Class 2 Bond Claims and Class 4 General Unsecured Claims. To identify such Beneficial Owners without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS CLASS 2 BOND CLAIMS EITHER TO ACCEPT OR REJECT THE ~~PLAN SPONSORS'~~ PLAN AND MAY NOT SPLIT SUCH VOTE.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the ~~Plan-Sponsors' Plan~~, or indicates both an

acceptance and rejection of the ~~Plan Sponsors'~~ Plan, by order of the Bankruptcy Court, will not be counted;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each Beneficial Owner in Item 3 of each completed Beneficial Owner Ballot relating to other Class 2 Bond Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested;

- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, you must retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline and produce the same upon the written request of the Plan Sponsors, the Debtors, the Reorganized Debtors, or their respective counsel. You must also retain a list of the Beneficial Owners to whom pre-validated Ballots were delivered for inspection for at least one year from the Voting Deadline.
- i. The Master Ballot is *not* a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time, Beneficial Owners should not surrender certificates representing their securities. Neither the Plan Sponsors, the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.
- j. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.
- k. No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the ~~Plan Sponsors'~~ Plan. Upon written request, however, the Plan Sponsors will reimburse you for reasonable, actual, and necessary out-of-pocket expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to the Beneficial Owners of Class 2 Bond Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Owner Ballots.
- l. In the event that (i) the Plan Sponsors revoke or withdraw the ~~Plan Sponsors'~~ Plan or (ii) the Confirmation Order is not entered or consummation of the ~~Plan Sponsors' Plan~~ does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn

without any requirement of affirmative action by or notice to you.

~~m.~~ m. The following Ballots will not be counted in determining the acceptance or rejection of the Plan ~~Sponsors' Plan~~: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot that does not hold a Claim in a Class entitled to vote on the ~~Plan Sponsors' Plan~~, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature; and (v) any Ballot transmitted to the Voting Agent by facsimile, or electronic transmission, or other electronic means (other than Master Ballots which are entitled to vote via electronic mail). An otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan ~~Sponsors' Plan~~ or indicating both acceptance and rejection of the Plan ~~Sponsors' Plan~~ will not be counted.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PLAN SPONSORS, ~~THE DEBTORS~~, OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY**

**DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE PLAN SPONSORS, THE DEBTORS, OR THE VOTING AGENT WITH RESPECT TO THE ~~PLAN SPONSORS'~~ PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

*[Remainder of the page intentionally left blank.]*

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of ~~November 28~~December 15, 2022 (the "Voting Record Date"), the undersigned (please check appropriate box):

- ~~Is~~ Is a broker, bank, or other agent or nominee for the Beneficial Owners of the aggregate principal amount of the Class 2 Bond Claims listed in Item 2 below, and is the record holder of such securities; or
- ~~Is~~ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other agent or nominee, or a Beneficial Owner that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below; or
- ~~Has~~ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other agent or nominee, or a Beneficial Owner, that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below;

and accordingly, has full power and authority to vote to accept or reject the ~~Plan Sponsors' Plan~~ Plan on behalf of the Class 2 Bond Claims held by the Beneficial Owners of the Class 2 Bond Claims described in Item 2.

**Item 2. Vote.** The undersigned transmits the following votes of Beneficial Owners in respect of the Class 2 Bond Claims and certifies that the following Class 2 Bond Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Owners of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Owner must vote all of its Class 2 Bond Claims to accept or to reject the ~~Plan Sponsors' Plan~~ Plan and may not split such vote or vote to both accept and reject the ~~Plan Sponsors' Plan~~ Plan.

**ONLY ONE MASTER BALLOT SHOULD BE USED PER CUSIP. PLEASE CHECK THE APPLICABLE BOX BELOW TO INDICATE WHICH CUSIP IS VOTED WITH THIS MASTER BALLOT:**

Class 2 Bond Claims			
<input type="checkbox"/>	87638REJ2	<input type="checkbox"/>	87638RET0
<input type="checkbox"/>	87638REK9	<input type="checkbox"/>	87638REU7
<input type="checkbox"/>	87638REL7	<input type="checkbox"/>	87638REV5
<input type="checkbox"/>	87638REM5	<input type="checkbox"/>	87638REW3

U	87638REN3	U	87638RHV2
U	87638RES2		

BOND CLAIMS MASTER BALLOT

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<input type="checkbox"/>	<a href="#">87638REN3</a>	<input type="checkbox"/>	<a href="#">87638RHV2</a>

Your Customer Account Number for Each Beneficial Owner of Class 2  Bond Claims Voted	Principal Amount of Class 2 Bond Claims Held by Beneficial Owner as of Voting Record Date	Item 2		Item 4
		Indicate the vote cast on the Beneficial Owner Ballot by checking the appropriate box below.		Releases - Please check the box below if the Beneficial Owner checked the box in Item 4.
		Accept the Plan <del>Sponsor<sup>2</sup> Plan</del>	or Reject the Plan <del>Sponsors<sup>2</sup> Plan</del>	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTALS</b>	\$			

To vote on the ~~Plan Sponsors<sup>2</sup>~~ Plan, the Beneficial Owner must have checked a box in Item 2 to ACCEPT or REJECT the ~~Plan Sponsors<sup>2</sup>~~ Plan on its individual Beneficial Owner Ballot. If the Beneficial Owner did not check a box in Item 2 on its individual Beneficial Owner Ballot, by order of the Bankruptcy Court its vote will not be counted.

**Item 3. Certification as to Transcription of Information from Item 3 as to Class 2 Bond Claims and Class 4 General Unsecured Claims Voted Through Other Beneficial Owner Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 3 of each Beneficial Owner's original Beneficial Owner Ballot, identifying any Class 2 Bond Claims and Class 4 General Unsecured Claims for which such Beneficial Owners have submitted other Beneficial Owner Ballots to other than the undersigned (use additional sheets of paper if necessary):

**BOND CLAIMS MASTER BALLOT**

Your Customer Account Number for Each Beneficial Owner of Class 2 Bonds Claims and Class 4 General Unsecured Claims Who Completed Item 3 of the Beneficial Owner Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOTS:			
	Name of Record Holder or Other Nominee (if applicable)	Account Number with other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims and Class 4 General Unsecured Claims Voted	CUSIP of Other Class 2 Bond Claims Voted
1.				
2.				
3.				

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- a. each Beneficial Owner of Class 2 Bond Claims and Class 4 General Unsecured Claims listed in Item 2 above has been provided with a ~~Plan Sponsors'~~ Solicitation Package with a Beneficial Owner Ballot (or other customary communication used to solicit or collect votes in lieu of a Beneficial Owner Ballot) to Beneficial Owner holding Class 2 Bond Claims through the undersigned with a return envelope;
- b. the undersigned is the record holder of the securities being voted or agent thereof;
- c. the undersigned has been authorized by each such Beneficial Owner to vote on the ~~Plan Sponsors'~~ Plan and to make applicable elections;
- d. the undersigned has properly disclosed: (i) the number of Beneficial Owners voting Class 2 Bond Claims and Class 4 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 2 Bond Claims and Class 4 General Unsecured Claims owned by each such Beneficial Owner; (iii) each such Beneficial Owner's respective vote concerning the ~~Plan Sponsors'~~ Plan; and (iv) the customer account or other identification number for each such Beneficial Owners;
- e. the undersigned will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one (1) year after the Voting Deadline, and disclose all such information to the Bankruptcy Court, the Plan Sponsors or the Debtors, as the case may be, if so ordered; and
- f. The undersigned further acknowledges that the Plan Sponsors' solicitation of votes is subject to all terms and conditions set forth in the ~~Plan Sponsors'~~ Disclosure Statement, the Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan ~~Sponsors' Plan~~ contained therein.

| Print or Type Name of Nominee:

DTC Participant Number:

| Name of Proxy Holder or Agent (if applicable):

Signature:

Name of Signatory (if different than Nominee): \_\_\_\_\_

Title:

Street Address:

City, State, Zip Code:

Telephone Number:

E-mail Address:

Date Completed:

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**HAYNES AND BOONE,**  
**LLP** [Trinitee G. Green \(SBN](#)  
[24081320\) Polsinelli PC](#)

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Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et*  
  
*al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)  
**Re: Docket No. 752**

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN ~~SPONSORS' CHAPTER 11~~  
PLAN**

**~~General Unsecured Claims (Class 4)~~**

**Former Resident Claims (Class 5) and Current Resident Claims (Class 6)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING  
CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR  
BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT;  
BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

~~*1. The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.*~~

~~**GENERAL UNSECURED CLAIMS BALLOT**~~

~~**PAGE 1**~~

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 869] (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, ~~or otherwise modified~~ from time to time, the “~~Plan Sponsors’ Plan~~”) ~~[Docket No. 752].<sup>2</sup> This ballot~~).<sup>2</sup> This ballot (the “Resident Claims Ballot”) is for holders of Class ~~4 General Unsecured~~ 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified, ~~and or~~ supplemented, ~~the “Plan Sponsors’~~ from time to time, the “Disclosure Statement”) ~~[Docket No. 753]~~ describes the Plan Sponsors’ Plan and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’~~ Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan ~~Sponsors’ Plan pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and~~ ~~(I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief~~ (the “[Docket No. •] (the “Solicitation Procedures Order”) ~~[Docket No. —]~~). The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’ Solicitation, Voting, and Balloting~~ Procedures (Exhibit ~~[ attached~~ to the Solicitation Procedures Order as Exhibit 1.)

Please review the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, the Solicitation Procedures Order, the ~~Plan Sponsors’ Solicitation, Voting, and Balloting~~ Procedures, and this Ballot carefully before you vote. You may wish to seek legal advice concerning the ~~Plan Sponsors’~~ Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’~~ Disclosure Statement or the ~~Plan Sponsors’~~ Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “Voting Agent”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This ~~General Unsecured~~ Resident Claims Ballot is to be used for voting of Claims held by holders of Class ~~4 General Unsecured~~ 5 Former Resident Claims and Class 6 Current Resident Claims.

**If your Ballot is not received by the Voting Agent on or before January 3<sup>rd</sup>, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the ~~Plan Sponsors’~~ Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

~~2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors’ Plan.~~

~~GENERAL UNSECURED CLAIMS BALLOT~~ \_\_\_\_\_ ~~PAGE 2~~

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

The ~~General Unsecured~~ Resident Claims Ballot should not be sent to ~~the Plan Sponsors,~~ the ~~Debtors~~ Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.

This ~~General Unsecured~~ Resident Claims Ballot is solely for purposes of voting to accept or reject the Plan ~~Sponsors' Plan~~ and not for the purpose of allowance or disallowance of or distribution on account of Class ~~4 General Unsecured~~ 5 Resident Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 4 AND CLASS 6**

**As described in more detail in the Disclosure Statement, if the Plan ~~Sponsors'~~ is confirmed and the Effective Date occurs:**

**Class 5 Former Resident Claims will be treated as follows:**

The Residency Agreements of Former Residents shall be rejected, and the holders of Allowed Class 5 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim in an amount equal to their Refund Claim. Former Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Former Residents) shall receive Cash from the Residents Trust within sixty (60) days of the Refund Trigger Date in an amount equal to their Refund Claim.

**Class 6 Current Resident Claims will be treated as follows:**

The Residency Agreements of Current Residents shall be rejected, and the holders of Allowed Class 6 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim in an amount equal to their Refund Claim. Current Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Current Residents) Cash from the Residents Trust within sixty (60) days of the Refund Trigger Date in an amount equal to their Refund Claim.<sup>4</sup>

**As described in more detail in the Disclosure Statement, if ~~the Plan Sponsors'~~ you choose to opt-out of the Lifespace Release, your claim will be treated as a Class 4 General Unsecured Claim, and, if the Plan is confirmed and the Effective Date occurs,**

**Class 4 General Unsecured Claims will be treated as follows:**

**Upon the terms and subject to the conditions set forth in the ~~Plan Sponsors'~~ Plan, on the Effective Date, in full and final satisfaction and discharge of and in**

<sup>4</sup> The Residents Trust shall be informed of units which have been re-leased semi-annually by the Purchaser, which shall be the date the Residents Trust is deemed informed of units which have been re-leased for purposes of the Refund Trigger Date.  
87265405.2

**exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

~~GENERAL UNSECURED CLAIMS BALLOT~~ ~~PAGE 3~~

PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND  
PLAN ~~SPONSORS' PLAN~~ FOR MORE DETAILS.

RESIDENT CLAIMS BALLOT  
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NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan – Releases~~. Defines “Releasing Party”

~~1.~~

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims.” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS

~~OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE ESTATES, AND~~ OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE

EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, ~~THE DEBTORS' OR THEIR RESPECTIVE ASSETS, OPERATIONS, THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES,~~ THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, ~~OR~~ THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE "DEBTOR RELEASED CLAIMS"); OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR

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RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, ~~NO CLAIMS SHALL BE~~ THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED ~~AGAINST~~ CLAIM(S) FOR THE ~~NON~~-BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PARTIES.

~~“RELEASED PARTIES” MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN. PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.~~

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER

ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the ~~Plan Sponsors'~~ Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO**

~~GENERAL UNSECURED CLAIMS BALLOT~~

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HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the ~~Plan Sponsors'~~ Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND

**RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES**

~~GENERAL UNSECURED CLAIMS BALLOT~~

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**SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the ~~Plan Sponsors'~~ Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

~~**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**~~

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

*[Remainder of the page intentionally left blank.]*

**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
3. **Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class ~~4 General Unsecured~~ 5 or Class 6 Resident Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a ~~Class 4 General Unsecured~~ Claim against the ~~Debtors~~ following class (check only one box) in the following aggregate amount: 3

Class 5 Former Resident Claim


Class 6 Current Resident Claim

\$

**Item 2. Vote on ~~Plan~~**

**~~Sponsors' Plan~~ (check only one box).** ACCEPT (vote FOR) the ~~Plan~~ ~~Sponsors' Plan~~.


REJECT (vote AGAINST) the ~~Plan~~ ~~Sponsors' Plan~~.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the ~~Sponsors' Plan~~ or is marked both to accept and reject the ~~Plan~~ ~~Sponsors' Plan~~ will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect to opt out of the Lifespace Settlement and elect not to grant the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~. If you opt out, your claim will be treated as a Class 4 Claim. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~ to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the Lifespace Settlement and the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

~~a.~~a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;

3 For voting purposes only, subject to tabulation rules.

**RESIDENT CLAIM BALLOT**

**PAGE 11**

Error! Unknown document property name.

- b. that the undersigned has received a copy of the ~~Plan Sponsors'~~ Disclosure Statement and the Plan ~~Sponsors' Plan~~; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the ~~Plan Sponsors'~~ Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

~~3 For voting purposes only, subject to tabulation rules.~~

~~GENERAL UNSECURED CLAIM BALLOT~~

~~PAGE 9~~

Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**If by E-Ballot Portal:**

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Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

**~~GENERAL UNSECURED~~**

| ~~130776336~~13 [Error! Unknown document property name.](#)

**Exhibit 3**

**(Disclosure Statement Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to Plan Sponsors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF  
(I) DISCLOSURE STATEMENT IN SUPPORT OF JOINT PLAN  
OF REORGANIZATION PROPOSED BY THE COMMITTEE AND THE  
DEBTORS AND RELATED SOLICITATION MATERIALS AND NOTICES,  
(II) DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION  
PROPOSED BY TRUSTEE AND DIP LENDER AND RELATED SOLICITATION  
MATERIALS AND NOTICES, AND (III) BIDDING PROCEDURES, STALKING**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**HORSE ASSET PURCHASE AGREEMENT AND RELATED NOTICES IN CONNECTION WITH THE PLAN PROPOSED BY TRUSTEE AND DIP LENDER**

**PLEASE TAKE NOTICE THAT** Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) and the official committee of unsecured creditors (the “**Committee**”) in the above-captioned chapter 11 cases have filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Committee and Debtor Plan**”)<sup>2</sup> and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Committee and Debtor Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE THAT** UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Plan Sponsors**”) have filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan Sponsors’ Plan**”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Plan Sponsors’ Disclosure Statement**”); (iii) the *Motion of the Trustee and DIP Lender for Entry of an Order Approving Disclosure Statement and Granting Related Relief*, dated November 2, 2022 [Docket No. 754] (the “**Plan Sponsors’ Disclosure Statement Motion**”) and (iv) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief*, dated November 2, 2022 [Docket No. 755] (the “**Bidding Procedures Motion**”).

**Each of the Debtors and the Committee on the one hand and the Plan Sponsors on the other have proposed their own plan of reorganization. As explained in the respective disclosure statements, Section 8 of each plan contains releases and related injunction and exculpation provisions, which will become effective if the applicable Plan is confirmed. You should carefully review each plan and the applicable releases, exculpation, injunction, and related provisions. If you do not agree to such provisions, you MUST take action to opt-out by filling out and timely submitting an “OPT-OUT FORM” for each plan that will be provided to all parties prior to the hearing to consider approval and confirmation of the Committee and Debtor Plan and the Plan Sponsors’ Plan which hearing is scheduled to be conducted on January 10, 2023 at 9:30 a.m. (prevailing Central Time).**

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective Disclosure Statement or the Plan, as applicable, or as the context otherwise requires.

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**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before Judge Michelle V. Larson **November 30, 2022, at 1:30 p.m. (prevailing Central Time)**, to consider entry of an order, determining, among other things, that the Committee and Debtor Disclosure Statement and the Plan Sponsors’ Disclosure Statement each contain “adequate information” within the meaning ascribed to such term in Bankruptcy Code section 1125 and approving the Committee and Debtor Disclosure Statement and Plan Sponsors’ Disclosure Statement. Please be advised that the Disclosure Statement Hearing may be adjourned or continued from time to time by the Bankruptcy Court, the Debtors and the Committee or the Plan Sponsors without further notice other than as indicated in any notice or agenda of matters scheduled that is filed with the Bankruptcy Court or by being announced in open court. If the Disclosure Statement Hearing is continued with respect to either the Committee and Debtor Disclosure Statement or the Plan Sponsors’ Disclosure Statement, the applicable plan proponent will cause to be posted the new date and time of the Disclosure Statement Hearing at <https://kcellc.net/edgemere>. Each disclosure statement and plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

2. The Plan Sponsors’ Plan contemplates the sale of the Debtors’ assets subject to a marketing and sale process. Accordingly, at the Disclosure Statement Hearing, the Plan Sponsors will present their Bidding Procedures Motion, pursuant to which the Plan Sponsors will request Court approval for the sale process described therein.

3. You may participate in this hearing in-person or via Webex. (by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. ~~**For WebEx Telephonic Only Participation/Attendance: Dial-In: 1.650.479.3207, Access code: 160 135 6015.**~~ **For WebEx Telephonic Only Participation/Attendance: Dial-In: 1.650.479.3207, Access code: 160 135 6015.** A copy of the WebEx Hearing Instructions are attached hereto as Exhibit A.

4. Any party in interest wishing to obtain a copy of the (i) Committee and Debtor Disclosure Statement and Committee and Debtor Plan; (ii) Plan Sponsors’ Disclosure Statement and Plan Sponsors’ Plan; (iii) the Plan Sponsors’ Disclosure Statement Motion and/or (iv) the Plan Sponsors’ Bidding Procedures Motion (collectively, the “**Documents**”) should contact Kurtzman Carson Consultants LLC, (“**KCC**” or the “**Voting Agent**”), by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing ~~at~~ [at EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line. Interested parties may also review these Documents free of charge at <http://www.kcellc.net/edgemere>.

5. In addition, the Documents are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: <http://www.txnb.uscourts.gov>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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6. As required by the Bankruptcy Court's Order (I) Shortening Notice Periods with Respect to Disclosure Statements and Scheduled Disclosure Statement Hearing; (II) Establishing Objection Deadline; and (III) Granting Related Relief entered on November 2, 2022 [Docket No. 749], objections, if any, to approval of the (i) Committee and Debtor Disclosure Statement; (ii) Plan Sponsors' Disclosure Statement; and/or (iii) the Bidding Procedures must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the respective plan proponents, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court, and served so that they are **actually received** by the following parties no later than **November 28, 2022 at 11:59 p.m. (prevailing Central Time)**: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for Plan Sponsors, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order.

**7. IF AN OBJECTION TO THE DISCLOSURE STATEMENT(S) OR THE BIDDING PROCEDURE MOTION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE COMMITTEE AND DEBTOR DISCLOSURE STATEMENT AND THE PLAN SPONSORS' DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND THE BIDDING PROCEDURES MOTION AND MAY NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

**0. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON EITHER LAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE RESPECTIVE DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE BANKRUPTCY COURT.**

[Signatures on Following Page]

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Dated: November 2, 2022  
Dallas, Texas

**HAYES AND BOONE, LLP**

/s/ J. Frasher Murphy  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Plan Sponsors*

**POLSINELLI PC**

~~/s/ Trinitee G. Green~~  
Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

~~– and –~~

~~Jeremy R. Johnson (Admitted *Pro Hac*~~  
~~*Hac* Vice)~~  
~~600 3rd Avenue, 42nd Floor~~  
~~New York, New York 10016~~  
~~Telephone: (212) 684-0199~~  
~~Facsimile: (212) 684-0197~~  
~~[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)~~

~~*Counsel to the Debtors and Debtors in*~~  
~~*Possession*~~

**Exhibit 4-~~A~~B**

| (Non-~~Voting~~voting Status Notice — ~~Edgemere Plan~~Unimpaired Claims)

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
tggreen@polsinelli.com

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
jeremy.johnson@polsinelli.com

COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

**FOR THE NORTHERN DISTRICT OF  
TEXAS  
DALLAS DIVISION**

**IN THE UNITED STATES  
BANKRUPTCY COURT**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>‡</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF (I) NON-VOTING STATUS  
WITH RESPECT TO  
THE JOINT PLAN OF  
REORGANIZATION  
PROPOSED BY THE COMMITTEE  
AND THE DEBTORS**

<sup>‡</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE TAKE NOTICE  
THAT:**

On April 14, 2022 (the "**Petition Date**"), the debtors and debtors in possession (each a "**Debtor**" and collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Niek Harshfield in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the "**First Day Declaration**").

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**THE EDGEMERE PLAN AND  
EDGEMERE DISCLOSURE  
STATEMENT**

~~with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).~~

### ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~The Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to~~

### ~~APPROVAL OF EDGEMERE DISCLOSURE STATEMENT~~

~~On [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [\*]] (the “Disclosure Statement Order”) approving the Edgemere Disclosure Statement.~~

### ~~PLAN CONFIRMATION HEARING~~

~~On January 10, 2023 at 9:30 a.m., prevailing Central Time, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance: Link: <https://us-courts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the~~



~~the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.kccelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

~~Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Kaitlin Walsh, and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order by no later than **January 3, 2023 at 4:00 p.m., Prevailing Central Time.**~~

~~SECTION 8 OF THE EDGEMERE PLAN  
CONTAINS RELEASE, EXCULPATION,  
AND  
INJUNCTION PROVISIONS THAT WILL  
BECOME EFFECTIVE IF THE~~

### **PROPOSED TREATMENT OF CLAIMS AND INTERESTS**

~~The Edgemere Plan provides for nine (9) Classes of Claims and Interests. Under the Edgemere Plan, Claims and Interests in Class 4—Bond Deficiency Claims, Class 5—Former Resident Claims, Class 6—Current Resident Claims, and Class 8—General Unsecured Claims are Impaired by the Edgemere Plan, and entitled to vote to accept or reject the Edgemere Plan. Claims in Class 1—Other Priority Claims, Class 2—Secured Bond Claims, Class 3—Other Secured Claims, and Class 9—Interests in Debtors (together, the “**Unimpaired Classes**”) are unimpaired by the Edgemere Plan, and such holders are conclusively presumed to have accepted the Edgemere Plan pursuant to Bankruptcy Code section 1126(f) and are, therefore, not entitled to vote. Holders of Claims in Class 7—Intercompany Claims [are affiliated with the Debtors and are, thus, not entitled to vote on the Edgemere Plan.](#) Class 7—Intercompany Claims, together with the Unimpaired Classes,~~

~~EDGEMERE  
PLAN IS CONFIRMED. THUS, YOU ARE  
ADVISED TO REVIEW AND CONSIDER  
THE EDGEMERE PLAN CAREFULLY  
BECAUSE YOUR RIGHTS MIGHT BE  
AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.~~

~~RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOURPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION,~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE~~

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~~Any description, summary, or statement made in this notice concerning the Edgemere Plan or the~~

~~**PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS**~~

~~The Edgemere Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):~~

~~*Section 1.128 Defines “Releasing Party”*~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

[87265405.2](#)

~~*Section 8.3 Releases by Holders of Claims*~~

~~terms thereof is qualified in all respects by reference to the Edgemere Plan. In the event of any inconsistency between this notice and the Edgemere Plan, the provisions of the Edgemere Plan shall govern and control.~~

~~OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER~~

~~AGREEMENT OR ANY OTHER  
PREPETITION OR  
POSTPETITION ACT TAKEN OR  
OMITTED TO BE TAKEN IN  
CONNECTION WITH OR IN  
CONTEMPLATION OF THE  
RESTRUCTURING OF THE  
DEBTORS; PROVIDED, THAT  
THE FOREGOING  
“EXCULPATION” SHALL HAVE  
NO EFFECT ON THE LIABILITY  
OF ANY ENTITY THAT RESULTS  
FROM ANY SUCH ACT OR  
OMISSION THAT IS  
DETERMINED IN A FINAL  
ORDER TO HAVE  
CONSTITUTED GROSS  
NEGLIGENCE OR WILLFUL  
MISCONDUCT (INCLUDING  
FRAUD); PROVIDED FURTHER,  
THAT EACH~~

~~EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON~~

~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH~~

~~PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS~~

~~AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL~~

~~BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

Dated: [DATE], 2022  
Dallas, Texas

POLSINELLI PC  
*/s/ DRAFT*

Trinitee G. Green (SBN  
24081320) [Polsinelli PC](#)  
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**Exhibit 4-B**  
**(~~Non-Voting Status~~**  
**Notice—Bondholders**  
**Plan)**

**~~HAYNES AND BOONE, LLP~~**

*Counsel to Debtors and Debtors in Possession*

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~~State Bar No.~~ [\(SBN 24013214\)](#)  
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*Counsel to the Plan Sponsors*

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)

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Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: ~~Docket No. 752~~**

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED  
CLAIMS NOT ENTITLED TO VOTE ON THE ~~PLAN SPONSORS~~<sup>2</sup> PLAN OF (I)  
NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [ .], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its ~~Order Approving Disclosure Statement and Granting Related Relief~~<sup>order</sup><sup>2</sup> (the “~~Plan Sponsors’ Disclosure Statement Order~~”).<sup>2</sup> ~~Among other things, the Plan Sponsors’ Disclosure Statement Order that~~ approved the ~~First Amended~~ Disclosure Statement for the Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~ December 6, 2022 (as modified, amended, and supplemented, the “~~Plan Sponsors’ Disclosure Statement~~”)<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (~~together~~ collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**”) and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the ~~Plan Sponsors’~~

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Docket No. [ ]

<sup>3</sup> Docket No. 753.

Disclosure Statement Order, the Court found that the ~~Plan Sponsors'~~ Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 869]) (together with all the schedules and exhibits thereto, and each as ~~modified~~, amended, and ~~modified~~ or supplemented from time to time, the "~~Plan Sponsors' Plan~~").<sup>4</sup>

Under the ~~Plan Sponsors'~~ Plan, your Claim has been classified in one of the following Unimpaired Classes:

Class	Impairment	Entitled to Vote
Class 1 – Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3 – Other Secured Claims	Unimpaired	No (Deemed to accept)

You hold an Unimpaired Claim that will be paid in full to the extent such Claim is Allowed.  **Holders of Unimpaired Claims, such as you, are not entitled to vote on the ~~Plan Sponsors' Plan~~.** Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) ~~Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans~~; (III) ~~Approving Solicitation and Notice Procedures with Respect to Competing Plans~~ the Plan; (IV) ~~Approving Manner and Forms of Ballots, Notices and Related Documents~~; and (V) ~~Granting Related Relief~~ (the "**Solicitation Procedures Order**"),<sup>5</sup> the ~~Plan Sponsors'~~ Disclosure Statement, the ~~Plan Sponsors' Plan~~, and other materials included in the ~~Plan Sponsors'~~ Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the "**Voting Agent**") requesting that a paper copy of the ~~Plan Sponsors'~~ Disclosure Statement, the ~~Plan Sponsors' Plan~~, and other materials included in the ~~Plan Sponsors'~~ Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

<sup>2</sup> [Docket No. \[ \]](#).

<sup>3</sup> [Docket No. 870](#).

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> [Docket No. \[ \]](#).

The Court has scheduled **January 10~~26~~, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the ~~Plan Sponsors'~~ Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by

~~4 Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors' Plan.~~

~~5 Docket No. [ ].~~

~~UNIMPAIRED CLAIMS NOTICE~~

~~PAGE 2~~

video or telephone  
via the Court's WebEx platform). For WebEx Video Participation/Attendance:  
<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only  
Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the ~~Plan Sponsors'~~ Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 30, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the ~~Plan Sponsors'~~ Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

*~~Remainder of the page intentionally left blank.~~*

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do

◦ Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

**UNIMPAIRED CLAIMS NOTICE**  
[87105156.3](#)

**PAGE 3**

not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “Opt Out Form” on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Opt Out Deadline”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS’ PLAN~~**

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.38 OF THE ~~PLAN SPONSORS’ PLAN~~, AND REPRODUCED BELOW:

Section 8.31.136 of the Plan ~~Sponsors’ Plan – Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims;” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES,~~ REORGANIZED DEBTOR AND THE ~~RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~HS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER

PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~

ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION

~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~ WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS,

**FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE  
NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE**

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**DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. **FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.****

**Section 8.5 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS**

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**PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the ~~Plan-Sponsors'~~ Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,

**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

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AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS,

| **AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE

**RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO  
THE TERMS OF THIS PLAN.**

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT OUT FORM WITH RESPECT TO THE THIRD PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING~~

~~AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED  
BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASES,  
PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT  
OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT  
4:00 P.M. (PREVAILING CENTRAL TIME).~~

*~~[Remainder of the page intentionally left blank.]~~*

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**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

**HAYNES AND BOONE, LLP**

By: ~~/s/ Draft~~  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

~~—and—~~

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (*Admitted Pro Hac Vice*)  
Eric Blythe (*Admitted Pro Hac Vice*)  
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One Financial Center Boston, MA 02111  
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*Counsel to the Plan Sponsors*

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**Exhibit 4-C**

(Nonvoting Status Notice – Unclassified Claims ~~Notice~~ –  
~~Bondholders Plan~~)

~~HAYNES AND BOONE,~~  
~~LLP~~ Trinitee G. Green (SBN  
24081320) Polsinelli PC

2950 N. Harwood, Suite 2100  
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Jeremy R. Johnson (Admitted Pro Hac Vice)  
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jeremy.johnson@polsinelli.com

*Counsel to Debtors and Debtors in*  
*Possession*

J. Frasher Murphy  
~~State Bar No. (SBN~~ 24013214)  
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**~~MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO, PC~~**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)

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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

Counsel to UMB Bank, N.A. as Trustee and DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS NOT ENTITLED TO VOTE ON THE ~~PLAN SPONSORS'~~ PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

~~On [ ], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**") entered its *Order Approving Disclosure Statement and Granting Related Relief* (the "**Plan Sponsors' Disclosure Statement Order**").<sup>2</sup> Among other things, the Plan Sponsors' Disclosure Statement Order approved the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "**Plan Sponsors' Disclosure Statement**")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "**Trustee**") and (ii) lender under the DIP Credit Agreement (the "**DIP Lender**," and collectively with the Trustee, the "**Plan Sponsors**"). In the Plan Sponsors'~~

1 The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~2 Docket No. 11.~~

~~3 Docket No. 753.~~

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~~Disclosure Statement Order, the Bankruptcy Court found that the Plan Sponsors' Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 (as modified, amended, and supplemented, the "Plan Sponsors' On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") entered its order<sup>2</sup> (the "Disclosure Statement Order") approving the First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 (as modified, amended, and supplemented, the "Disclosure Statement")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the "Trustee") and (ii) lender under the DIP Credit Agreement (the "DIP Lender"), Northwest Senior Housing Corporation d/b/a/ Edgemere ("Edgemere" and collectively with the Trustee and DIP Lender, the "Plan Sponsors"). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the "Plan").<sup>4</sup>~~

In compliance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, the Diminution Claim and U.S. Trustee Fees are not classified under the ~~Plan Sponsors' Plan~~. Accordingly, your Claim has been Unclassified and will be paid in full to the extent such Claim is Allowed. **Holdings of Unclassified Claims, such as you, are not entitled to vote on the Plan Sponsors' Plan.** Pursuant to the ~~Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the "Solicitation Procedures Order")<sup>5</sup>, the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package will not be served upon you. ~~The materials may be obtained free of charge from <https://www.keelle.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the "Voting Agent") requesting that a paper copy of the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package be sent to the address specified in the request at the following address:~~~~

~~Northwest Senior Housing Corporation Solicitation  
e/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245~~

~~The Court has scheduled **January 10, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan Sponsors' Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may~~

~~participate in the Confirmation Hearing in person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance:~~

~~<https://uscourts.webex.com/meet/larson>. For ~~WebEx~~ ~~Telephonic~~ Only Participation/Attendance: Dial In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>~~

~~<sup>4</sup> Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors' Plan.~~

~~<sup>5</sup> Docket No. [ ].~~

~~<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).~~

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~~The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan Sponsors' Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.~~

~~Objections, if any, to the confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 3, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleek, [dsbleek@mintz.com](mailto:dsbleek@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkincoie.com](mailto:EWalker@perkincoie.com); and (vi) such other parties as the Bankruptcy Court may order.~~

~~Any objection to the Plan Sponsors' Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**~~

*[Remainder of the page intentionally left blank.]*

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~~NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN SPONSORS' PLAN~~

~~EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.3 OF THE PLAN SPONSORS' PLAN, AND REPRODUCED BELOW:~~

~~Section 8.3 of the Plan Sponsors' Plan—Releases:~~

~~Releases by Holders of Claims. AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE ESTATES, AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~

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~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan – Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.~~

~~Section 8.5 of the Plan Sponsors' Plan – Discharge of Claims.~~

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR~~

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~~UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

~~Section 8.6 of the Plan Sponsors' Plan -- Injunction.~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND~~



~~AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~



~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASES, PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME).~~

*[Remainder of the page intentionally left blank.]*

~~UNCLASSIFIED CLAIMS NOTICE~~

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**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

**~~HAYNES AND BOONE, LLP~~**

By: ~~/s/ Draft~~  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

~~—and—~~

**~~MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC~~**

Daniel S. Bleck (Admitted *Pro Hac Vice*) Eric  
Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

~~Counsel to the Plan Sponsors~~

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**Exhibit 4-D**  
**~~(Unclassified Claims Notice - Edgemere Plan)~~**

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS  
NOT ENTITLED TO VOTE ON THE JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS OF (I) NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

**PLEASE TAKE NOTICE THAT:**

On April 14, 2022 (the “**Petition Date**”), the debtors and debtors in possession (each a “**Debtor**” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Nick Harshfield in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the “**First Day Declaration**”).

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



## ~~THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~On November 2, 2022, the Debtors and the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”) filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).~~

## ~~APPROVAL OF EDGEMERE DISCLOSURE STATEMENT~~

~~On [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Disclosure Statement Order”) approving the Edgemere Disclosure Statement.~~

## ~~PLAN CONFIRMATION HEARING~~

~~**On January 10, 2023 at 9:30 a.m., prevailing Central Time**, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in-person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Edgemere Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.~~

## ~~NON-VOTING STATUS~~

~~You are receiving this notice because under the terms of the Edgemere Plan (i) you are a holder of Claim(s) or Interest(s) in a Class that (a) has not been classified under the Edgemere Plan in accordance with Bankruptcy Code section 1123(a)(1) (Administrative Claims, Professional Claims, Priority Tax Claims, DIP Facility Claims, and U.S. Trustee Fees) and (b) is not entitled to vote on the Edgemere Plan. Accordingly, this Unclassified Claims Non-Voting Status Notice is being mailed to you for your information only.~~

~~If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim or Interest against the Debtors that entitles you to vote on the Edgemere Plan, you should immediately request the appropriate Ballot by contacting Kurtzman Carson Consultants LLC, (the “Voting Agent”), using the contact information provided below.~~

## ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the “Solicitation Procedures Order”) [Docket No. [•]], the Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@keelle.com](mailto:EdgemereInfo@keelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.keelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

## ~~PROPOSED TREATMENT OF CLAIMS AND INTERESTS~~

~~The Edgemere Plan provides for nine (9) Classes of Claims and Interests. Under the Edgemere Plan, Claims and Interests in Class 4—Bond Deficiency Claims, Class 5—Former Resident Claims, Class 6—Current Resident Claims, and Class 8—General Unsecured Claims are Impaired by the Edgemere Plan, and entitled to vote to accept or reject the Edgemere Plan. Claims in Class 1—Other Priority Claims, Class 2—Secured Bond Claims, Class 3—Other Secured Claims, and Class 9—Interests in Debtors (together, the “Unimpaired Classes”) are unimpaired by the Edgemere Plan, and such holders are conclusively presumed to have accepted the Edgemere Plan pursuant to Bankruptcy Code section 1126(f) and are, therefore, not entitled to vote. Holders of Claims in Class 7—Intercompany Claims are affiliated with the Debtors and are, thus, not entitled to vote on the Edgemere Plan. Class 7—Intercompany Claims, together with the Unimpaired Classes, are the “Non-Voting Classes” with respect to the Edgemere Plan.~~

## ~~OBJECTIONS TO CONFIRMATION OF THE EDGEMERE PLAN~~

~~Objections to confirmation of the Edgemere Plan, if any, must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors, the basis for the objection, the specific grounds of the objection, and must be filed and served upon: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Kaitlin Walsh, and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C.~~



~~Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order by no later than **January 3, 2023 at 4:00 p.m., Prevailing Central Time.**~~

~~SECTION 8 OF THE EDGEMERE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE EDGEMERE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE EDGEMERE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.~~

#### ~~PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS~~

~~The Edgemere Plan contains the following provision(s), which you may elect to opt out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):~~

##### ~~*Section 1.128 Defines “Releasing Party”*~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

##### ~~*Section 8.3 Releases by Holders of Claims*~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES,~~

~~<sup>2</sup>Any description, summary, or statement made in this notice concerning the Edgemere Plan or the terms thereof is qualified in all respects by reference to the Edgemere Plan. In the event of any inconsistency between this notice and the Edgemere Plan, the provisions of the Edgemere Plan shall govern and control.~~

~~THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E), EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN,~~



~~THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING~~

~~BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE,  
ENFORCEMENT PROCEEDING,~~

~~OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, THE SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

Dated: [DATE], 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ DRAFT*

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—and—

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~~COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION~~

**Exhibit 5-A**

~~(Disputed Claims Non-Voting Status Notice—Edgemere Plan)~~

| [84213452.2](#)

| [87265405.2](#)

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COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS**

~~PLEASE TAKE NOTICE THAT~~ on April 14, 2022 (the “**Petition Date**”), the debtors and debtors in possession (each a “**Debtor**” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Nick Harshfield in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the “**First Day Declaration**”).

~~PLEASE TAKE FURTHER NOTICE THAT~~ on November 2, 2022, the Debtors and the official committee of unsecured creditors (the “**Committee**”) in the Chapter 11 Cases filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Edgemere Plan**”) and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Edgemere Disclosure Statement**”).

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



~~PLEASE TAKE FURTHER NOTICE THAT~~ on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “~~Court~~”) entered its order [Docket No. [•]] (the “~~Disclosure Statement Order~~”) approving the Edgemere Disclosure Statement.

### ~~PLAN CONFIRMATION HEARING~~

~~On January 10, 2023 at 9:30 a.m., prevailing Central Time, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in-person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform. **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Edgemere Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.~~

### ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~The Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.kcelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

### ~~DISPUTED CLAIMS AND NON-VOTING STATUS~~

~~You are receiving this notice because you are the holder of a Claim that is subject to a pending objection by the Debtors. **You are not entitled to vote any disputed portion of your Claim on the Edgemere Plan unless one or more of the following events have taken place before [•], 2022 (the date that is two (2) business days before the Voting Deadline)** (each, a “**Resolution Event**”):~~

- ~~1. — an order of the Court is entered allowing such Claim pursuant to Bankruptcy Code~~

~~section 502(b), after notice and a hearing;~~

- ~~2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;~~
- ~~3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or~~
- ~~4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.~~

~~Accordingly, this notice is being sent to you for informational purposes only.~~

~~**PLEASE TAKE FURTHER NOTICE THAT** if a Resolution Event occurs, then no later than one (1) business day thereafter, the Voting Agent shall distribute a ballot, and a pre-addressed envelope to you, which must be returned to the Voting Agent no later than the Voting Deadline, which is **January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

~~**PLEASE TAKE FURTHER NOTICE THAT** if you have any questions about the status of your Claim(s), you should contact the Voting Agent in accordance with the instructions provided above.~~

~~SECTION 8 OF THE EDGEMERE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE EDGEMERE PLAN IS CONFIRMED. SECTION 8.3 **CONTAINS RELEASES BY HOLDERS OF CLAIMS.** THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE EDGEMERE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.**~~

~~**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**~~

~~**PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS**~~

~~**The Edgemere Plan contains the following provision(s), which you may elect to opt out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):**~~

~~Any description, summary, or statement made in this notice concerning the Edgemere Plan or the terms thereof is qualified in all respects by reference to the Edgemere Plan. In the event of any inconsistency between this notice and the Edgemere Plan, the provisions of the Edgemere Plan shall govern and control.~~

*Section 1.128 Defines “Releasing Party”*

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

*Section 8.3 Releases by Holders of Claims*

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPEMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND  
THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS,~~

~~EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,~~



~~RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR~~



~~ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR  
NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~



| [84213452.2](#)

| [87265405.2](#)

Dated: [DATE], 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ DRAFT*

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DEBTORS IN POSSESSION~~



**Exhibit 5-B**  
**~~(Disputed Claims Non-Voting Status Notice—Edgemere Plan)~~**

**~~HAYNES AND BOONE, LLP~~**

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~~*Counsel to the Plan Sponsors*~~

**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (~~Admitted Pro Hac Vice~~) Eric Blythe (~~Admitted Pro Hac Vice~~) Kaitlin R. Walsh (~~Admitted Pro Hac Vice~~) One Financial Center Boston, MA 02111 Telephone: (617) 546-6000 [dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com) [krwalsh@mintz.com](mailto:krwalsh@mintz.com)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<p>In re: Northwest Senior Housing Corporation, <i>et al.</i>,<sup>1</sup></p> <p>Debtors:</p>	<p>Chapter 11</p> <p>Case No. 22-30659 (MVL)</p> <p>(Jointly Administered)</p> <p><b>Re: Docket No. 752</b></p>
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**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN SPONSORS' PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

On [ \_\_\_\_\_ ], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**") entered its *Order Approving Disclosure Statement and Granting Related Relief* (the "**Plan Sponsors' Disclosure Statement Order**").<sup>2</sup> Among other things, the Plan Sponsors' Disclosure Statement Order approved the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "**Plan Sponsors' Disclosure Statement**")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "**Trustee**") and (ii) lender under the DIP Credit Agreement (the "**DIP Lender**," and collectively with the Trustee, the "**Plan Sponsors**"). In the Plan Sponsors'

<sup>1</sup> The Debtors in the Chapter 11 Cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Docket No. [ ]

<sup>3</sup> Docket No. 753.

~~Disclosure Statement Order, the Court found that the Plan Sponsors' Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 (as modified, amended, and supplemented, the "Plan Sponsors' Plan").<sup>4</sup>~~

~~You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan Sponsors' Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan Sponsors' Plan in accordance with Bankruptcy Rule 3018.~~ Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) ~~Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans;~~ (III) Approving Solicitation and Notice Procedures with Respect to ~~Competing Plans~~the Plan; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the "Solicitation Procedures Order"),<sup>5</sup> the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kcellc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the "Voting Agent") requesting that a paper copy of the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 10~~26~~, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the ~~Plan Sponsors' Plan~~ and the sale of substantially all of the Debtors' assets as contemplated therein (the "Confirmation Hearing") and to consider any objections to the ~~Plan Sponsors' Plan~~. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform).

For WebEx Video Participation/Attendance:

<sup>2</sup> Docket No. [ ].

<sup>3</sup> Docket No. 870.

<sup>4</sup> ~~Docket No. 752~~. All capitalized terms not herein defined shall have the meaning ascribed to them in the ~~Plan Sponsors' Plan~~.

<sup>5</sup> Docket No. [ ].

<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the ~~Plan Sponsors'~~ Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 30, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the ~~Plan Sponsors'~~ Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

*~~{Remainder of the page intentionally left blank.}~~*

[Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions](#)

will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “**Opt Out Form**” on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

6 Judge Larson’s WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS'~~ PLAN

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.38 OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section 8.31.136 of the Plan ~~Sponsors' Plan – Releases~~ Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ESTATES, REORGANIZED DEBTOR AND THE RELEASED PARTIES ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS'~~ ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS,

OPERATIONS, ~~THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES~~, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, ~~OR THE DIP FACILITY, OR THE SALE TRANSACTION~~ (COLLECTIVELY, ~~"RELEASED CLAIMS"~~); ~~FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"DEBTOR RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~

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~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~ CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACES, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE

**RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE  
CREDITOR RELEASED CLAIMS.**

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**Section 8.4 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the ~~Plan Sponsors'~~ Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY  
HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR  
ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**  
~~DISPUTED CLAIMS NOTICE~~ ~~PAGE 6~~

**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE~~**

~~RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR  
RIGHTS MIGHT BE AFFECTED.~~

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~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASES, PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME).~~

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.

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**DATED:** \_\_\_\_\_, 2022 **Exhibit 5-B**

**(Disputed Claim Non-Voting Status Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201

J. Frasher Murphy  
~~State Bar No.~~ (SBN 24013214)  
Thomas J. Zavala  
~~State Bar No.~~ (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
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Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
tggreen@polsinelli.com

Jeremy R. Johnson (Admitted Pro Hac Vice)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
jeremy.johnson@polsinelli.com

*Counsel to Debtors and Debtors in Possession*

~~N~~  
Daniel ~~S~~. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin ~~R~~. Walsh (Admitted *Pro Hac Vice*)  
Mintz, ~~L~~ Levin, Cohn, Ferris, Glovsky, and  
Popeo, ~~P~~ PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to ~~the Plan Sponsors~~ UMB Bank,*  
*N.A. as Trustee and DIP Lender*

**Exhibit 6-A**  
**(~~Edgemere Plan Opt Out Form~~)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

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In re: Chapter 11  
Northwest Senior Housing Corporation, *et* Case No. 22-30659 (MVL)  
*al.*,<sup>1</sup> (Jointly Administered)

Debtors.

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**OPT-OUT FORM FOR NON-VOTING  
NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED  
CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

DISPUTED CLAIMS NOTICE PAGE 1

~~You have received this opt-out election form (the “Opt Out Form”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the Joint Plan of Reorganization Proposed by the Committee~~  
[87105035.3](#)

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the ~~Debtors~~ DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 750869] (together with all the schedules and exhibits thereto, and each as ~~may be modified~~, modified or supplemented from time to time, the “~~Edgemere Plan~~”)-<sup>2</sup>-Plan”).<sup>4</sup>

You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan in accordance with Bankruptcy Rule 3018.

Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242.

<sup>2</sup> Docket No. [ ].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

[5 Docket No. \[ \]](#)

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You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline")** and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the ~~Edgemere~~ Plan, which are included herein for ease of reference. If the ~~Edgemere~~ Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a ~~releasing party~~ Releasing Party as defined by the ~~Edgemere~~ Plan, you MUST affirmatively elect to opt out by filling out and submitting ~~this form on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the "Opt Out Deadline")~~.

~~PLEASE READ the following important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to~~ an opt out election form (the "Opt Out Form" on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the "Opt Out Deadline").

**The Edgemere Plan contains the following provision(s):**

◦ Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf)

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE  
THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD  
PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM  
SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY  
APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES  
SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section ~~1.128~~1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each ~~Claimant~~holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE  
EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN  
THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR  
GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND  
SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS  
REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE  
RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES  
ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE  
REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS,  
INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION,  
SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND  
LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED  
OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR  
UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING,  
IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED  
DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN  
LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER  
INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY  
CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN  
ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT,  
REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR  
OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE  
EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION  
WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS,  
OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES  
OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE  
DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED  
AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR  
THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN ~~THE~~THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED

~~†The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~‡Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Edgemere Plan.~~

AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE ~~SPONSOR~~, INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF ~~THE~~THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), ~~OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST~~ TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ~~ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE ~~DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF~~ PLAN SPONSORS AND THEIR ~~RESPECTIVE~~ OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF ~~THE~~ THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY ~~THE~~ THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING ~~THE~~ THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR**

DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH ~~THE~~THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF ~~THE~~THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF ~~THE~~THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER ~~THE~~THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, ~~THE~~THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN ~~THIS~~-SECTION 8.48 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR

UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO ~~THE~~THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ~~THE~~THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ~~THE~~THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ~~THE~~THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO ~~THE~~THIS PLAN ~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS)~~, ALL PERSONS WHO HAVE

**HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN  
RELEASED, DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING,**

COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ~~ENFORCEMENT PROCEEDING,~~ RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO ~~THE~~ THIS PLAN.

THE RIGHTS AFFORDED IN ~~THE~~ THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ~~THE~~ THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN ~~THE~~ THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO ~~THE~~ THIS PLAN ~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS)~~ FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE ~~REORGANIZED DEBTOR, THE SPONSOR,~~ LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

~~**PLEASE READ THE FOLLOWING:** If you do not wish to be a "Releasing Party" and grant the releases set forth above and in the Edgemere Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form~~

~~is timely submitted to the Voting Agent before the Opt Out Deadline expires. **If you do not submit this completed and signed "Opt Out Form" to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**~~

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.

I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.

| ~~Name of Claimant:~~

| ~~Signature:~~

Name of Signatory:  
(if different than Claimant)

| ~~If authorized by Agent, Title of Agent~~

| ~~Street Address:~~

Street Address:  
(continued)

| ~~City, State, Zip Code:~~

| Telephone Number:

| Email Address:

| ~~Date Completed:~~

If you wish to opt out of being a “Releasing Party”, please complete this form and return it so as to be *actually received* by January 3, 2023 at 4:00 p.m., prevailing Central Time through one of the following ways:

<del>VIA REGULAR MAIL, OVERNIGHT,</del>	<del>VIA ELECTRONIC BALLOT BY</del>
---	-------------------------------------

<b>OR HAND DELIVERY:</b>	<b>VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

**E-Ballot Voting Instructions**

~~To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website~~

~~maintained by Kurtzman Carson Consultants, LLC (the "Voting Agent") website by visiting <http://www.kccllc.net/edgmerge>, clicking on the "Submit E-Ballot" link and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.~~

~~IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:~~

| ~~Unique E-Ballot ID#:~~ \_\_\_\_\_

| ~~PIN#:~~

~~If you are unable to use the E-Ballot portal or need assistance in completing and submitting your  
Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or~~

| ~~(310) 751-2669 (International) or by e-mail at [EdgemereInfo@keelle.com](mailto:EdgemereInfo@keelle.com). Holders who cast an Opt~~

~~Out Form using the Voting Agent's E-Ballot portal should NOT also submit a paper Opt Out Form.~~



**Exhibit 6-B**

| **(~~Bondholders Plan~~ Opt Out Form)**

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[Counsel to Debtors and Debtors in Possession](#)

[Counsel to UMB Bank, N.A. as Trustee and DIP Lender](#)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**OPT OUT ELECTION FORM FOR NON-VOTING CLAIMS**

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the [First Amended Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~ December 6, 2022](#) ([\[Docket No. 869\]](#) together with all the schedules and exhibits thereto, and each as ~~modified~~, amended, and ~~modified or~~ supplemented [from time to](#)

[1 The Debtors in the Chapter 11 Cases \(the “Chapter 11 Cases”\), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation \(1278\) and Senior Quality Lifestyles Corporation \(2669\). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.](#)

[time](#), the “~~Plan Sponsors’ Plan~~”).<sup>2</sup> Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the ~~Plan Sponsors’ Plan~~, which are included herein for ease of reference. If the ~~Plan Sponsors’ Plan~~ is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the ~~Plan Sponsors’ Plan~~, you MUST affirmatively elect to opt out by filling out and submitting this form on or before **January 320, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

*~~{Remainder of the page intentionally left blank.}~~*

~~<sup>1</sup>The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup>Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors’ Plan.~~

~~OPT OUT ELECTION FORM~~

~~PAGE 1~~

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~**

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS' PLAN~~, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan—Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims.” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES, REORGANIZED DEBTOR~~ AND THE ~~RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, “RELEASED CLAIMS”); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~“RELEASED PARTIES” MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN~~ANY ACT,

‡ All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR

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RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

Section 8.4 of the ~~Plan Sponsors'~~ Plan - Exculpation.

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the ~~Plan Sponsors'~~ Plan - Discharge of Claims.

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**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE,**

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~~PAGE 3~~

ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

**Section 8.6 of the ~~Plan-Sponsors~~<sup>2</sup> Plan - Injunction.**

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN

CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR

~~OPT-OUT ELECTION FORM~~

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**ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND**

**ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

**PLEASE READ THE FOLLOWING:**

If you do not wish to be a “Releasing Party” (as defined in the Plan) and grant the releases set forth ~~above and~~ in the ~~Plan Sponsors’~~ Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form is timely submitted to the Voting Agent before the Opt Out Deadline expires.

**If you do not submit this completed and signed “Opt Out Form” to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**

~~OPT OUT ELECTION FORM~~ ~~PAGE 5~~

**Item 1. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan. Election to withhold consent is at your option. If you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan ~~Sponsors' Plan~~ to the fullest extent permitted by applicable law.

The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;
- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the ~~Plan Sponsors'~~ Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified

below have been submitted with respect to the ~~Plan Sponsors'~~ Plan or, if any other  
Opt-Out Forms have been submitted with respect to such Claims, then any such  
earlier Opt-Out Forms are hereby revoked.

~~OPT-OUT ELECTION FORM~~ ~~PAGE 6~~

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**IF YOU WISH TO OPT OUT, PLEASE YOU MUST COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN NO LATER THAN JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME):**

<b>VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:</b>	<b>VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

### **E-Ballot Voting Instructions**

To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) by visiting <http://www.kccllc.net/edgmerge>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.

~~OPT OUT ELECTION FORM~~

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IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:

Unique E-Ballot ID#:

PIN#:

If you are unable to use the E-Ballot portal or need assistance in completing and submitting your Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or (310) 751-2669 (International) or by e-mail [at EdgemereInfo@kccllc.com](mailto:at.EdgemereInfo@kccllc.com). Holders who cast an Opt Out Form using the Voting Agent's E-Ballot portal should NOT also submit a paper Opt Out Form.

**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

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2950 N. Harwood, Suite 2100  
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Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING REGARDING (I) CONFIRMATION OF THE  
~~THE JOINT FIRST AMENDED~~ PLAN OF REORGANIZATION ~~PROPOSED BY THE~~  
~~COMMITTEE AND THE DEBTORS;~~ (II) ~~CONFIRMATION OF THE PLAN OF~~  
~~REORGANIZATION OF THE TRUSTEE AND DIP LENDERS~~ SPONSORS  
DATED ~~NOVEMBER 2~~ DECEMBER 6, 2022; (HII) APPROVAL OF THE SALE  
TRANSACTION;  
AND (IV) RELATED VOTING AND OBJECTION DEADLINES**

<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) ~~and in the official committee of unsecured creditors (the “Committee”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”)~~ filed: (i) ~~the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”)~~ and (ii) ~~the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”)~~above-captioned chapter 11

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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cases (the “Chapter 11 Cases”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Initial Plan Sponsors”) and collectively with the Debtors, the “Plan Sponsors”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Disclosure Statement”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee”).

~~PLEASE TAKE FURTHER NOTICE THAT on November 2, 2022, UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and together with the Trustee, the “Bondholder~~the Initial Plan Sponsors”) filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Bondholder Plan”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Bondholder Disclosure Statement”); and (iii) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “Sale Motion”);

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Edgemere Disclosure Statement Order”) approving the Edgemere Disclosure Statement, and~~December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “Sale Documents”);

PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Bondholder “Disclosure Statement Order”) approving the Bondholder Disclosure Statement and its order [Docket No. [•]] (the “Bidding Procedures Order”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the ~~Edgemere Plan and the Bondholder~~ Plan, and approval of the sale of substantially all of the Debtors' assets pursuant to the ~~Proposed Order under the~~ terms of the ~~Bondholder~~ Plan (the **"Confirmation and Sale Hearing"**) will commence on **January 10~~26~~, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court's WebEx platform). ~~**For WebEx Video-Participation/Attendance: Link:**~~ ~~[<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors' assets pursuant to the ~~Bondholder~~ Plan are set forth in the Sale Motion \[and the Sale Documents\]\(#\), which should be reviewed together with the ~~Bondholder~~ Plan by all parties in interest.](https://us-</a></del></p></div><div data-bbox=)~~

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**Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. For **WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE ~~DEBTORS~~PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING VOTING ON THE ~~PLANS~~PLAN**

**Voting Record Date.** The voting record date is ~~November 28~~December 15, 2022 (the “Voting Record Date”), which is the date for determining which holders of Claims and Interests are entitled to vote on the ~~Edgemere Plan and the Bondholder~~ Plan.

**Voting Deadline.** The deadline for voting on the ~~Edgemere Plan and the Bondholder Plan~~ is Plan ~~January 30, 2023~~, at 4:00 p.m. prevailing Central Time (the “Voting Deadline”). If you received a Solicitation Package including a Ballot and intend to vote on the ~~Edgemere Plan and/or the Bondholder~~ Plan, you *must*: (a) follow the instructions carefully; (b) complete *all* of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is *actually received* by Kurtzman Carson Consultants LLC (the “Voting Agent”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

**CRITICAL INFORMATION REGARDING OBJECTING TO THE ~~PLANS~~PLAN**

SECTION 8 OF ~~EACH~~THE PLAN (~~THE EDGEMERE PLAN AND THE BONDHOLDER PLAN~~) CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE ~~APPLICABLE~~ PLAN(S) IS CONFIRMED.

THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER SUCH PROVISIONS UNDER THE ~~PLANS~~PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE ~~PLANS~~PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING A FORM TO “OPT-OUT” OF SUCH RELEASES AND RELATED PLAN PROVISIONS.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE ~~EDGEMERE PLAN AND/OR THE BONDHOLDER PLAN OR~~ PLAN OR

ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN  
ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

**Plan Objection Deadline.** The deadline for filing objections to the ~~Edgemere Plan and the Bondholder~~ Plan is **January 30, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be

in writing; (b) comply with the

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Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors' Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the ~~Edgemere Plan and/or the Bondholder~~ Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### ADDITIONAL INFORMATION

**Obtaining Solicitation Materials.** The materials in the Solicitation Package(s) with respect to the ~~Edgemere Plan and the Bondholder~~ Plan are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line. You may also obtain such information for free by visiting the case website at <http://www.kccllc.net/edgemere> or for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the ~~Edgemere Plan and/or the Bondholder~~ Plan.

**The Plan Supplement.** The ~~Committee and the Debtors and the Bondholder~~ Plan Sponsors will file ~~their~~the Plan ~~Supplements~~Supplement (as defined in the ~~respective Plans~~Plan) on or before ~~December 27~~January 16, 20222023 and will serve notice on all holders of Claims and Interests entitled to vote on the ~~Plans~~Plan, which will: (a) inform parties of the filing of the Plan ~~Supplements~~Supplement; (b) list the information contained in the Plan ~~Supplements~~Supplement; and (c) explain how parties may obtain copies of the Plan ~~Supplements~~Supplement.

### BINDING NATURE OF THE ~~PLANS~~PLAN:

**IF CONFIRMED, THE ~~APPLICABLE~~ PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE**

**CONFIRMED PLAN, HAS  
FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO  
ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

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Dated:, 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

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– and –

Jeremy R. Johnson (Admitted *Pro Hac Vice*)

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**HAYNES AND BOONE, LLP**

*/s/ Draft*

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– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

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Eric Blythe (Admitted *Pro Hac Vice*)  
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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 8-~~A~~B**

**(~~Edgemere~~ Plan Supplement Notice)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) ~~and the official committee of unsecured creditors (the “Committee”)~~ in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) ~~and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Initial Plan Sponsors” and collectively with the Debtors, the “Plan Sponsors”)~~ filed: the (i) ~~the Joint First Amended Plan of Reorganization Proposed by of the Committee and the Debtors, dated November 2~~ Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) ~~First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 750870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed~~. The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. ]~~

PLEASE TAKE FURTHER NOTICE THAT on November 2, 2022, the Initial Plan Sponsors filed the Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief [Docket No. 755] (the “Sale Motion”);

PLEASE TAKE FURTHER NOTICE THAT on December 6, 2022, the Initial Plan Sponsors filed the Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding

*Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief [Docket No. 872] (the “Sale Documents”);

PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [●]] (the “Disclosure Statement Order”) approving the Edgemere-Disclosure Statement; and its order [Docket No. [●]] (the “Bidding Procedures Order”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

PLEASE TAKE FURTHER NOTICE THAT, as contemplated by the ~~Edgemere~~ Plan, the ~~Debtors~~Plan Sponsors filed the Plan Supplement with the Court on [Date], 2022 [Docket No. [●]]. The Plan Supplement contains the following documents (as defined in the ~~Edgemere~~ Plan, ~~where applicable~~): (a) ~~a copy of the LSA, (b) a copy of the DSSA, (c) the 2023 Bond Documents, and (d)~~ the Litigation Trust Agreement. ~~The Debtors and the Committee shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Edgemere;~~ (ii) Residents Trust Agreement; (iii) list(s) of Executory Contracts and Unexpired Leases, and (iv) a form of monthly rental agreement for Current Residents. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the ~~Edgemere~~Plan and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “Confirmation and Sale Hearing”) will commence on **January 10~~26~~, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by

~~The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

video or telephone via the Court's WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE ~~DEBTORS~~PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE ~~EDGEMERE~~ PLAN**

SECTION 8 OF THE ~~EDGEMERE~~ PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE ~~EDGEMERE~~ PLAN IS CONFIRMED. ~~SECTION 8.3 CONTAINS RELEASES BY THIRD PARTY HOLDERS OF CLAIMS.~~ THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE ~~EDGEMERE~~ PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

[Important information and deadlines related to the proposed marketing and sale of the Debtors' assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.](#)

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE ~~EDGEEMERE~~ PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM.”**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE ~~EDGEEMERE~~ PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE ~~TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE~~ TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

**Plan Objection Deadline.** The deadline for filing objections to the ~~Edgemere~~ Plan is **January 30, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors’ Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the ~~Edgemere~~ Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe, and Kaitlin Walsh; (iv) counsel for the

Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### **ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a an electronic version) or a copy of the Plan Supplement, please feel free to contact the voting by: (a) calling (866) 967-0269 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at\\_at EdgemereInfo@kccllc.com](mailto:at_at_EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the ~~Edgemere~~-Plan.

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**BINDING NATURE OF THE ~~EDGEMERE~~ PLAN:**

**IF CONFIRMED, THE ~~EDGEMERE~~ PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE ~~EDGEMERE~~-PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE ~~EDGEMERE~~-PLAN, OR VOTED TO REJECT THE ~~EDGEMERE~~ PLAN.**

Dated: ~~{Date}~~, ~~2022~~, 2023  
Dallas, Texas

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~~Dallas, Texas~~

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/s/ Draft  
Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro Hac*  
*Vice*)  
600 3rd Avenue, 42nd Floor  
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Telephone: (212) 684-0199  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

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**Exhibit 8-B**  
**(Bondholders Plan**  
**Supplement Notice)**

**HAYNES AND BOONE, LLP**

~~J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
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**~~IN THE UNITED STATES  
BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF  
TEXAS  
DALLAS DIVISION~~ Counsel to UMB  
Bank, N.A. as Trustee and DIP Lender**

<p><del>In re: Northwest Senior Housing Corporation, et al.,<sup>1</sup></del></p>	<p><del>Chapter 11 Case No. 22-30659 (MVL) (Jointly Administered)</del></p>
--	---

**NOTICE OF FILING OF PLAN  
SPONSORS' PLAN SUPPLEMENT**

**~~PLEASE TAKE NOTICE THAT~~ on November 2, 2022, UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "Trustee") and (ii) lender under the DIP Credit Agreement (the "DIP Lender," and collectively with the Trustee, the "Plan Sponsors"), filed: (i) the *Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "Plan Sponsors' Plan")<sup>2</sup> and (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "Plan Sponsors' Disclosure Statement").<sup>3</sup>**

**~~PLEASE TAKE FURTHER NOTICE THAT~~ on [ ], 2022, the**

~~United States Bankruptcy Court for the  
Northern District of Texas, Dallas  
Division (the~~

~~1 The Debtors in the Chapter 11 Cases (the  
"Chapter 11 Cases"), along with the last  
four digits of each Debtor's federal tax  
identification number, are Northwest Senior  
Housing Corporation (1278) and Senior  
Quality Lifestyles Corporation (2669). The  
Debtors' mailing address is 8523 Thackery  
Street, Dallas, Texas 75225.~~

~~2 Docket No. 752. All capitalized terms not  
herein defined shall have the meaning ascribed to  
them in the Plan Sponsors' Plan.~~

~~3 Docket No. 753.~~

**PAGE 1**

~~“Bankruptcy Court”) entered its Order Approving Disclosure Statement and Granting Related Relief (the “Plan Sponsors’ Disclosure Statement Order”).<sup>4</sup>~~

~~PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan Sponsors’ Plan and the Plan Sponsors’ Disclosure Statement, the Plan Sponsors filed the Plan Supplement with the Court on [ ], 2022. The Plan Supplement contains the following documents: [(i) the Litigation Trust Agreement; (ii) a list of Executory Contracts and Unexpired Leases, and (iii) a form of monthly rental agreement]. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan Sponsors’ Plan.~~

~~Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the “Solicitation Procedures Order”),<sup>5</sup> the Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, and other materials included in the Plan Sponsors’ Solicitation Package may be obtained free of charge from <https://www.keclle.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “Voting Agent”) requesting that a paper copy of the Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, and other materials included in the Plan Sponsors’ Solicitation Package be sent to the~~

~~address specified in the request at the following address:~~

~~Northwest Senior Housing Corporation  
Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245~~

~~The Court has scheduled **January 10, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan Sponsors' Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance:~~

~~<https://uscourts.webex.com/meet/larson>~~

~~Participation/Attendance: **Dial-In: 1.650.479.3207**, Access code: **160 135 6015**.~~<sup>6</sup>

~~For WebEx Teleph~~

<sup>4</sup> Docket No. [ ]

<sup>5</sup> Docket No. [ ]

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:

[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf)

~~The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan Sponsors' Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.~~[84222213.6](#)

**CRITICAL INFORMATION REGARDING  
OBJECTING TO THE PLAN SPONSORS' PLAN**

~~SECTION 8 OF THE PLAN SPONSORS' PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN SPONSORS' PLAN IS CONFIRMED. SECTION 8.3 CONTAINS RELEASES BY THIRD PARTY HOLDERS OF CLAIMS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY AS DEFINED BY THE PLAN SPONSORS' PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN OPT OUT FORM.~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.~~

~~Objections, if any, to the confirmation of the Plan Sponsors' Plan and the sale of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 3, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinsecoie.com](mailto:EWalker@perkinsecoie.com); and (vi) such other parties as the Bankruptcy Court may order.~~

~~Any objection to the Plan Sponsors' Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and~~

~~the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection.~~

~~PAGE 3~~

~~Any objection not timely filed shall be deemed waived and shall not be considered by the  
Bankruptcy Court.~~

*[Remainder of the page intentionally left blank.]*





**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

~~HAYNES AND BOONE, LLP~~

By: ~~/s/ Draft~~  
~~J. Frasher Murphy~~

~~State Bar No. 24013214~~  
~~Thomas J. Zavala~~  
~~State Bar No. 24116265~~  
~~2323 Victory Avenue, Suite 700~~  
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[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

—and—

~~**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**~~

~~Daniel S. Bleek (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)~~

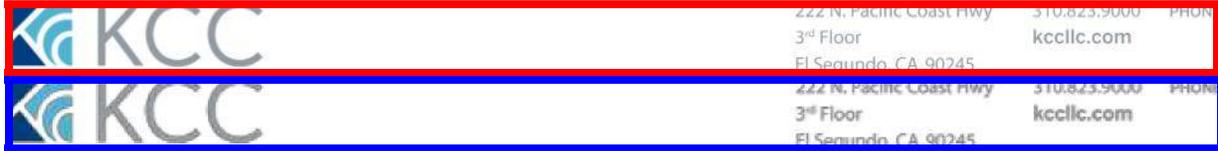
~~Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)~~

~~*Counsel to the Plan Sponsors*~~



**Exhibit 9**

**(Resident Claim Cover Letter Template)**



[Date]

[Resident Name  
Contact  
Address  
Address  
City, State, Zip]

You are scheduled as a resident claimant under Edgemere’s bankruptcy case.

***The amount of Edgemere’s refund obligation due to you pursuant to the terms of your residency agreement with Edgemere is \$[\_\_\_\_\_].***

IF YOU AGREE WITH THIS AMOUNT YOU DO NOT HAVE TO FILE A REJECTION CLAIM AND THE REJECTION DAMAGES BAR DATE WILL NOT APPLY TO YOU. THE ONLY ACTION YOU NEED TO TAKE IS THE SUBMISSION OF THE BALLOT VOTING TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 ~~PLANS~~PLAN BEFORE THE VOTING SUBMISSION DEADLINE INCLUDED THEREIN.

IF YOU DISAGREE WITH THIS AMOUNT, THEN YOU WILL NEED TO FILE A REJECTION CLAIM PRIOR TO THE REJECTION CLAIM BAR DATE FOLLOWING THE REJECTION OF YOUR RESIDENCY AGREEMENT.

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2

| [87265405.2](#)

Document comparison by Workshare Compare on Wednesday, December 14, 2022 12:19:32 PM

Input:	
Document 1 ID	file:///C:/Users/acham/Desktop/Clean Nov 2 motion as amended prior to 12.7 - Proposed Order.docx
Description	Clean Nov 2 motion as amended prior to 12.7 - Proposed Order
Document 2 ID	file:///C:/Users/acham/AppData/Roaming/iManage/Work/Recent/Northwest Senior Hou (116323-720995) Restructuring/Dec 14 Supplement - Proposed Order(87265405.2).docx
Description	Dec 14 Supplement - Proposed Order(87265405.2)
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1654
Deletions	2656
Moved from	79
Moved to	79
Style changes	0
Format changes	0

Total changes	4468
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**Exhibit B**

**(Redline of Cumulative Changes From November 6 to December 14)**

**Exhibit A**

**(Proposed Form of Order)**

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[87102662.3](#)

| [87265405.2](#)



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES;~~(H)~~  
(II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS  
THE  
SINGULAR VOTING AGENT WITH RESPECT TO THE ~~COMPETING PLANS~~; PLAN;  
(III) APPROVING  
SOLICITATION AND NOTICE PROCEDURES ~~WITH RESPECT  
COMPETING PLANS~~; (IV) APPROVING MANNER  
AND FORMS OF BALLOTS, NOTICES AND RELATED DOCUMENTS;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as

~~<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup>Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Competing Plans, as applicable.~~

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.

successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and together with the Trustee and the Debtors, the “~~Bondholder~~ Plan Sponsors”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the ~~singular~~ voting agent with respect to the ~~Competing Plans~~ Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the ~~Competing Plans~~ Plan and for filing objections to the ~~Competing Plans~~ Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

A. Notice of the Motion was good and sufficient notice to all interested parties.

B. The following forms attached hereto as ~~Exhibit~~ Exhibits ~~3, 4-A, 4-B, 5-A, 4-C, 5-B, 6-A, 6-B, 7, 8-A, 8-B,~~ and 9 contain sufficient information and are appropriate under the circumstances:

~~a.~~ a. Disclosure Statement Hearing Notice, Exhibit 3;

b. Non-Voting Status Notice, Exhibits 4-A-B and Exhibit 4-DC;

- c. Disputed Claim Non-Voting Status Notice, ~~Exhibit 5-A and~~ Exhibit 5-B;
- d. Opt Out Form, ~~Exhibit 6-A and Exhibit 6-B;~~ and
- e. Confirmation and Sale Hearing Notice, Exhibit 7;
- f. Plan Supplement ~~Notices~~ Notice, ~~Exhibit 8-A and~~ 8-B; and
- g. Resident Claim Cover Letter, Exhibit 9.

C. The forms of the Ballots attached hereto as ~~Exhibit Group 2-A and Exhibit Group 2-B~~ (i) are sufficiently consistent with Official Form No. B314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for each Class of Claims entitled to vote to accept or reject ~~any of the Competing Plans~~ Plan.

D. The time period set forth below during which the ~~Debtors and Bondholder~~ Plan Sponsors may solicit votes on the ~~Competing Plans~~ Plan is a reasonable period of time for holders of Claims to make an informed decision as to whether to accept or reject the ~~Competing Plans~~ Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the ~~Competing Plans provide~~ Plan provides for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

F. The procedures set forth below regarding the Confirmation and Sale Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

~~1.~~ 1. The Motion is GRANTED, as set forth herein.

**I. Kurtzman Carson Consultants, LC LLC's duties as Voting Agent for ~~Competing Plans~~ the Plan**

~~2.~~ 2. KCC is authorized to serve as the ~~voting~~ agent in these Chapter 11 Cases with respect to ~~both Competing Plans~~ the Plan.

~~3.3.~~ 3.3. KCC shall assist ~~the Plan Proponents~~ with respect to the ~~Competing Plans with~~ Plan ~~by~~, among other things, (a) balloting; (b) distributing ~~applicable~~ solicitation materials; (c) tabulating and calculating of votes; (d) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (e) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; ~~(f)~~ (f) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders; ~~(g)~~ (g) responding to inquiries relating to the solicitation and voting process, including all matters related thereto; and (h) providing copies of documents and pleadings upon the request of creditors and parties in interest.

**II. Approval of Key Dates and Deadlines**

~~4.4.~~ 4.4. The following dates, to the extent they have not already been established by the Court, are hereby established (subject to modification by further order of the Court) with respect to the solicitation of votes to accept or reject the ~~Competing Plans~~ Plan, voting on the ~~Competing Plans~~ Plan, objecting to the ~~Competing Plans~~ Plan, and pursuing confirmation of the ~~Competing Plans~~ Plan.

Event	Date
Voting Record Date	<del>November 28</del> <u>December 15</u> , 2022
Solicitation Deadline	December <del>5</del> <u>22</u> , 2022
Date of Publication of Confirmation and Sale Hearing Notice	December <del>9</del> <u>27</u> , 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	<del>December 27</del> <u>January 16</u> , <del>2022</del> <u>2023</u> at 4:00 p.m. CT
Deadline to File Rule 3018(a) Motions	<del>December 27</del> <u>January 16</u> , <del>2022</del> <u>2023</u> at 4:00 p.m. CT

<u>Event</u>	<u>Date</u>
Deadline to Object to Rule 3018(a) Motions	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Plan Objection Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
<u>Event</u>	<u>Date</u>
Voting Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Opt Out Deadline	January <del>3</del> <u>20</u> , 2023 at 4:00 p.m. CT
Deadline to File Voting Report	January <del>6</del> <u>24</u> , 2023 <u>at 9:30 a.m. CT</u>
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	January <del>6</del> <u>24</u> , 2023
Confirmation and Sale Hearing Date	January <del>10</del> <u>26</u> , 2023 at 9:30 a.m. CT

### III. Confirmation and Sale Hearing Notice, Confirmation and Sale Hearing, and Objections

5. Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan(s) that would resolve such objection, and (e) be filed, contemporaneously with proof of service, with the Court and served so that they are **actually received** by the undersigned counsel and the following Notice Parties no later than the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600,

Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

6. The deadline for the ~~Debtors, the Bondholder~~ Plan Sponsors and/or other parties supporting confirmation of the ~~Competing Plans~~Plan to file and serve a confirmation brief and a Reply or Replies, as appropriate, to Confirmation Objections is **January 6~~24~~, 2023** and, if the Confirmation and Sale Hearing is adjourned, the deadline shall be the date that is three (3) business days prior to any such adjourned hearing date.

7. Service of the Confirmation and Sale Hearing Notice, substantially in the form attached hereto as Exhibit 7, upon all known holders of Claims against and Interests in the Debtors and the parties on the Rule 2002 list (as of the Voting Record Date) constitutes adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, of: (a) the Confirmation and Sale Hearing to consider approval of the ~~Competing Plans~~Plan; (b) the manner in which a copy of the ~~Competing Plans~~Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtors shall publish the Confirmation and Sale Hearing Notice on or prior to **December 9~~27~~, 2022**, or as soon as practically possible thereafter, (i) in the national edition of the *New York Times* or *USA Today*; and (ii) in any other regional or local publication within Dallas, Texas, as the Debtors deem necessary.

9. Publication of the Confirmation and Sale Hearing Notice as described herein shall constitute sufficient notice of the Confirmation and Sale Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**IV. Establishment of Voting Record Date, Disallowance of Claims for Voting Purposes, and Procedures for Temporary Allowance of Claims**

10. Pursuant to Bankruptcy Rule 3017(d), ~~November 28~~December 15, 2022 shall be the Voting Record Date. The Plan ~~Proponents~~Sponsors shall use the Voting Record Date for determining which holders of Claims are: (a) entitled to vote on ~~any of the~~ ~~Competing Plans~~Plan and, thus, entitled to receive the Solicitation Package; or (b) not entitled to vote on ~~any of the~~ ~~Competing Plans~~Plan and, thus, entitled to receive only the Confirmation and Sale Hearing Notice and a Non-Voting Status Notice and/or a Disputed Claim Non-Voting Status Notice (each of which will include an Opt Out Form).

11. With respect to any transferred claim, the transferee shall be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Regardless of the number of Claims obtained, each transferee shall be treated as a single creditor for purposes of the numerosity requirements of Bankruptcy Code section 1126(c) and the other procedures set forth in this Order.

12. In the event the ~~Debtors or the Bondholder~~ Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the ~~Competing Plans~~Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been met with respect to the ~~Competing Plans~~Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a

Disputed Claim Non-Voting Status Notice, substantially in the ~~forms~~form attached hereto as ~~Exhibit 5-A and~~ Exhibit 5-B, which will include the Opt Out Form, substantially in the ~~forms~~form attached hereto as ~~Exhibit 6-A and~~ Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan ~~Proponents~~Sponsors and the other Notice Parties so as to be **actually received** no later than ~~December 27~~January 16, 2022~~2023~~ at 4:00 p.m. (prevailing Central Time).

14. Any party having a Claim subject to a timely filed and served Rule 3018(a) Motion shall be permitted to cast a provisional Ballot to accept or reject the ~~Competing Plans~~Plan. If, and to the extent that, ~~the Debtors, the Bondholder~~ Plan Sponsors and such party are unable to resolve the issues raised by a Rule 3018(a) Motion prior to the Voting Deadline, then, at the Confirmation and Sale Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the ~~Competing Plans~~Plan.

15. The ~~Debtors, the Bondholder~~ Plan Sponsors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court.

16. Nothing in this Order shall impact or limit the ~~Debtors,' the Bondholder~~ Plan Sponsors (or any other party in interest's) rights to object to any Proof of Claim or Rule 3018(a) Motion.

17. For the sake of clarity and to avoid any confusion, notwithstanding anything in this Order or any other Order of the Court to the contrary, with respect to the ~~Edgemere Plan, the Bondholder Plan,~~Plan and the ~~respective~~ Solicitation Packages, the Ballots delivered to holders of ~~(i)~~ claims in Classes 5 and 6 under the ~~Edgemere Plan and (ii) claims in Class 4 under the Bondholder~~ Plan arising from Residency Agreements (as defined in the ~~Edgemere Plan and~~

~~Bondholder Plan, respectively~~Plan) (herein, the “**Resident Claimants**”), shall be accompanied by a cover letter addressed specifically to each Resident Claimant that conforms to the template attached hereto as Exhibit 9 (the “**Resident Claim Cover Letter**”), which is hereby approved. Notwithstanding the rejection of any Residency Agreements pursuant to Bankruptcy Code section 365, the Resident Claimants are not required to file a “Rejection Claim(s)” (as defined in the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan) if such Resident Claimant(s) agree(s) with the proposed amount of the Resident Claimant’s Rejection Claim as set forth in the applicable Resident Claim Cover Letter. If a Resident Claimant disagrees with the proposed amount set forth in the Resident Claim Cover Letter, such Resident Claimant is required to file a Rejection Claim on or before the Rejection Damages Bar Date (as defined in the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan). Further, Resident Claimants shall be permitted to vote the face amount of their scheduled claims, as set forth in the Ballots, with respect to the ~~Edgemere Plan and the Bondholder Plan, respectively~~Plan, notwithstanding any designation of such claim as unliquidated, disputed or contingent in the Debtors’ schedules. For the avoidance of doubt, Resident Claimants do not need to file a motion under Bankruptcy Rule 3018 for the estimation of the value of such Class 5 and/or Class 6 ~~Claims under the Edgemere Plan and Class 4 under the Bondholder Plan~~claims, notwithstanding any designation of such claims as unliquidated, disputed or contingent in the Debtors’ schedules. Exclusively limited to voting and claims estimation purposes, if the amount of any ~~Class 5 or Class 6 Claims under the Edgemere Plan and/or~~ Resident Claims within Class 45 under the ~~Bondholder~~ Plan is to be challenged or valued at an amount other than the face value set forth on the Resident Claimant’s Ballot, then any such claim objection or claim estimation challenge to a Resident Claimant’s claim must be filed prior to the Voting Record Date.

**V. Approval of Solicitation Procedures**

~~18.~~ 18. The Plan ~~Proponents~~Sponsors are authorized to solicit, receive, and tabulate votes to accept the ~~Competing Plans~~Plan in accordance with the Solicitation Procedures attached hereto as Exhibit 1, which are hereby approved in their entirety; *provided, however*, that the ~~Debtors or the Bondholder~~ Plan Sponsors may amend or supplement the Solicitation Procedures (in consultation with Lifespace and the ~~other Plan Proponents,~~Committee or further order of the Court) where, in the ~~Debtors' and Bondholder~~ Plan Sponsors' best judgment, doing so would facilitate solicitation.

**BA. Ballots and Non-Voting Status Notices with Opt Out Forms**

19. The Ballots (including voting instructions) to be distributed and used in connection with the solicitation of votes on, and confirmation of, the ~~Competing Plans~~Plan, substantially in the forms attached hereto as ~~Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B, with respect to the Bondholder Plan~~B, are hereby approved.

20. Ballots shall be distributed to holders of Claims entitled to vote on ~~any of~~ the ~~Competing Plans~~Plan, accompanied by a pre-addressed, postage prepaid return envelope. Holders of Claims entitled to vote on ~~any of~~ the ~~Competing Plans (other than Bondholders)~~Plan, will receive Ballots in the forms included in ~~Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B, with respect to the Bondholder Plan~~B.

21. With respect to Bondholders, the Voting Agent shall transmit Solicitation Packages for the beneficial holders of the Series 2015 Bonds and the Series 2017 Bonds (the “**Beneficial Owners**”) to all Nominees identified by the Voting Agent as an entity through which the Bondholders held the Series 2015 and/or Series 2017 Bonds as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Bondholders for whom the Nominee held bonds.<sup>3</sup> As part of the Solicitation Package, the Voting Agent shall

<sup>3</sup> Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their

transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form(s) attached to the Motion (the “**Beneficial Holder Ballots**”), and (b) a master ballot, as appropriate, substantially in the form(s) attached to the Motion (the “**Master Ballots**” and the Master Ballots collectively with the Beneficial Holder Ballots, the “**Bondholder Ballots**”).

~~22~~ [Such forms of Bondholder Ballots are included in Exhibit Group 2-B.](#)

22. Each Nominee through which one or more Beneficial Owners holds the securities as of the Voting Record Date is hereby ordered to distribute the Solicitation Package to the Beneficial Owners for which they hold the securities within three (3) business days after receipt of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

- (a) Master Ballots: A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Voting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is received by the Voting Agent before the Voting Deadline. All Beneficial Owner Ballots returned by Beneficial Owners must be retained by Nominees for inspection for at least one year from the Voting Deadline.
- (b) Pre-Validated Ballots: A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating their

~~Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Competing Plans also in~~

customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the beneficial holders for the purpose of recording the beneficial holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot

~~accordance with their customary practices. If it is the Nominee's customary and accepted practice to submit a "voting instruction form" to the beneficial holders for the purpose of recording the beneficial holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot~~

participant name and DTC participant number and; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner, the amount of the securities held by the Nominee for such Beneficial Owner, and the applicable CUSIP number; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent via E-Ballot or in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Ballots were delivered should be maintained by the Nominee for inspection for at least one year from the Voting Deadline.

~~23-23.~~ Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan ~~Sponsors’ Plan~~ from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

24. The Plan ~~Proponents~~Sponsors are not required to provide Solicitation Packages to holders of Claims, including holders or potential holders of unclassified claims, who are not entitled to vote on ~~any of the Competing Plans~~Plan. Instead, on or before the Solicitation Deadline, the Voting Agent shall distribute, as appropriate, a Non-Voting Status Notice, substantially in the forms attached hereto as ~~Exhibit 4-A and Exhibit 4-D, with respect to the Edgemere Plan, and~~ Exhibit 4-B and Exhibit 4-C, with respect to the Bondholder Plan, or a Disputed Claim Non-Voting Status Notice, substantially in the ~~forms~~form attached hereto as ~~Exhibit 5-A, with respect to the Edgemere Plan, and~~ Exhibit 5-B, with respect to the Bondholder Plan, which notices are hereby approved, as the case may be, in lieu of a Solicitation Package. Holders of Claims receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice will also receive an Opt Out Form, substantially in the form(s) attached hereto as ~~Exhibit 6-A with respect to the Edgemere Plan, and Exhibit 6-B, with respect to the Bondholder Plan,~~B

which such holders may complete and return to elect to opt-out of the consensual third-party releases set forth in the ~~Edgemere Plan and the Bondholder~~ Plan. The Opt Out Forms clearly and conspicuously instruct the recipient of such for that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the ~~applicable Competing Plans~~ Plan.

25. The Non-Voting Status Notices, inclusive of the Opt Out Form, provide sufficient notice of the injunction, exculpation, and release provisions in the ~~Competing Plans~~ Plan and provide holders of Claims and Interests with sufficient opportunity to elect to not (a) grant such third-party releases or (b) be treated as a Releasing Party. The Opt Out Form sufficiently alerts holders of Claims and Interests not entitled to vote of their right to make the election and the manner in which such election must be made, by submitting a duly completed Opt Out Form to the Voting Agent in accordance with the instructions provided on the Opt Out Form.

26. Further, the ~~Debtors and the Bondholder~~ Plan ~~Proponents~~ Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

**CB. Approval of the Form ~~of,~~ and Distribution of ~~of,~~ Solicitation Packages**

~~27-27.~~ The ~~Debtors and the Bondholder~~ Plan ~~Proponents~~ Sponsors are authorized to transmit, or cause to be transmitted, Solicitation Packages to holders of Claims entitled to vote on ~~any of the~~ ~~Competing Plans~~ Plan on or before **December 522, 2022**, or as soon as practically possible thereafter (the “**Solicitation Deadline**”). Solicitation Packages shall include the following materials:

- (a) ~~(a)~~ The Disclosure ~~Statements~~ Statement as approved by the Court, including exhibits attached thereto, which shall include the ~~Competing Plans,~~

~~orders~~Plan, order approving the Disclosure ~~Statements;~~Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;}

- (b) the Confirmation and Sale Hearing Notice, which the ~~Debtors and Bondholder~~ Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including any letters which are otherwise approved by the Court after notice in support of the ~~Competing Plans~~Plan.

28. ~~Copies~~The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation ~~Packages~~Package (except for the Ballots)-~~shall be served~~ on the U.S. Trustee, and ~~(b) copies of any order(s) approving the Disclosure Statements and the Solicitation Procedures Order (each in electronic format) and~~ the Confirmation and Sale Hearing Notice ~~shall be served~~ on all creditors and equity-~~security~~ holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims

<sup>4</sup> For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Plan, which includes Class 2 and Class 4 Claims. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).

that are entitled to vote to accept or reject the ~~Competing Plans~~Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the ~~Competing Plans~~Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject ~~any of the~~ ~~Competing Plans~~Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

~~For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Competing Plans, which includes Class 2 and Class 4 Claims, with respect to the Edgemere Plan, and Class 2 Claims with respect to the Bondholder Plan. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).~~

29. The ~~Debtors and the Bondholder~~ Plan Sponsors are authorized, but not directed, to distribute the materials included in the Solicitation Packages, excluding Ballots and the Confirmation and Sale Hearing Notice in electronic format, which may include providing the materials (i) via compact-disc or flash drive or (ii) via online download. Any recipient of a Solicitation Package in electronic format who wishes to receive hard copies may request such hard copies from KCC in the manner provided in the Solicitation Packages.

30. Holders of Claims that have filed duplicate Claims in any given Class shall be entitled to receive only one Solicitation Package for ~~each Competing~~the Plan and allowed one Ballot for voting their Claims with respect to that Class.

**DC. ~~When~~ No Notice or Transmittal Necessary**

31. The ~~Debtors and the Bondholder~~ Plan Sponsors are not required to send Solicitation Packages, individual solicitation materials, or other notices to (a) any creditor that filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid to such creditor on account of such Proof of Claim or (b) the holder of a Claim that has been disallowed in full by order of the Court.

32. The Plan ~~Proponents~~Sponsors are not required to give notice of any kind to any Person or Entity to whom the Plan ~~Proponents~~Sponsors mailed the Disclosure Statement Hearing Notice and received the Disclosure Statement Hearing Notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Plan ~~Proponents~~Sponsors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address.

33. The Plan ~~Proponents~~Sponsors are not required to attempt to re-deliver Solicitation Packages, Confirmation and Sale Hearing Notices, and Non-Voting Status Notices (including

Opt Out Forms) that are returned as undeliverable if the Plan ~~Proponents~~Sponsors have not been timely provided with corrected address information by such parties.

## VI. Procedures for Vote Tabulation

34. ~~34.~~ Any timely received Ballot that contains sufficient information to permit the identification of the holder of a Claim and is cast as an acceptance or rejection of the ~~Competing Plans~~Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan, subject to the following exceptions:

- (a) If a Claim is deemed allowed in accordance with ~~any of the~~ ~~Competing Plans~~Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the ~~applicable~~ Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (f) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;

- (g) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (h) If the ~~Debtors or the Bondholder~~ Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the ~~Debtors or the Bondholder~~ Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (i) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (j) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (k) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on ~~any of the~~ Competing Plans Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such duplicate Claims; and
- (l) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.
- (m) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by

such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest.

- (n) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

35. The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- ~~(a)~~ (a) The amount that will be used to tabulate acceptance or rejection of the ~~Competing Plans~~ Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the ~~applicable~~ Plan shall be applied in the same proportion as the votes to accept and to reject the ~~applicable~~ Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

36. ~~36.~~ If a holder of a Claim that is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

37. ~~37.~~ The Plan ~~Proponents~~ Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan

~~Proponent~~Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan ~~Proponent(s)~~Sponsors, any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

38. The ~~Debtors and the Bondholder~~ Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“E-Ballot”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail ~~to~~to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at ~~<http://www.kccllc.net/edgemere>~~, <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

~~39.~~ 39. Under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the ~~Competing Plans have~~Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection ~~of any~~ of the ~~Competing Plans~~Plan or that indicates both acceptance and rejection of ~~any of Plans~~the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;

- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in this Order.

40. Any duplicate Ballot shall be counted only once.

41. If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which

shall be noted in the Voting Agent's voting report.

42. Claim splitting is not permitted.

43. The deadline for the Voting Agent to file its voting report shall be **January 624, 2023 at 9:30 a.m. (prevailing Central Time)**.

#### **VII. Approval of the Notice of Filing of the Plan Supplements of the ~~Debtors and Bondholder~~ Plan Sponsors**

44. The ~~Debtors are authorized to send the notice of the filing of the Edgemere Plan Supplement, substantially in the form attached hereto as Exhibit 8-A, and the Bondholder~~ Plan Sponsors are authorized to send the notice of the filing of the ~~Bondholder~~ Plan Supplement, substantially in the form attached hereto as Exhibit 8-B. Notwithstanding the foregoing, the ~~Debtors and the Bondholder~~ Plan Sponsors may amend the documents contained in, and exhibits to, the ~~respective~~ Plan Supplement in accordance with the ~~respective~~ Plan.

#### **VIII. Miscellaneous**

~~45-~~ 45. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth herein constitutes adequate and sufficient notice of the Confirmation and Sale Hearing, and no further notice is necessary.

~~46.~~ 46. The Plan ~~Proponents~~Sponsors, and KCC, are authorized to take all actions necessary to implement the relief granted in this Order.

~~47.~~ 47. To the extent there is any conflict or inconsistency between the terms of this Order and the terms set forth in the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

~~48.~~ 48. The Plan ~~Proponents~~Sponsors shall have authority to make nonsubstantive and nonmaterial changes to ~~their respective Plans~~the Plan and/or ~~disclosure statements~~Disclosure Statement. Furthermore, the Plan ~~Proponents~~Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure ~~Statements~~Statement, the ~~Competing Plans~~Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and any other materials in the Solicitation Packages prior to mailing. If such changes are made, the ~~Debtors or the relevant~~ Plan ~~Proponent~~Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

49. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

51. ~~51.~~ Copies of the ~~Competing Plans~~Plan, the ~~applicable disclosure statements~~Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing ~~at~~at EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.

**### END OF ORDER ###**

Submitted by:

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**Exhibit 1**  
**(Solicitation Procedures)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

SOLICITATION PROCEDURES

PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, ~~(i) the official committee of unsecured creditors (the “Committee”) and the above captioned debtors and debtors in possession (the “Debtors”) in these Chapter 11 Cases filed the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 750] (as may be amended, modified, or supplemented from time to time, the “Edgemere Plan”) and the Disclosure Statement in Support of Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Disclosure Statement”); and (ii) UMB Bank, N.A., in its capacity as successor bond trustee and master trustee Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Bondholder Initial Plan Sponsors”)) filed the and collectively with the Debtors, the “Plan Sponsors”) filed the (i) First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Trustee and the DIP Lender Plan Sponsors Dated November 2/December 6, 2022 [Docket No. 752/870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Bondholder Plan”) and the Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Bondholder Disclosure Statement”). Together the Edgemere Disclosure Statement and the Bondholder Disclosure Statement shall be referred to herein as the “Disclosure Statements” and “Plan Proponents” shall be used to refer, collectively, to the Committee and the Debtors, with respect to the Edgemere Plan, and the Bondholder Plan Sponsors, with respect to the Bondholder Plan Disclosure Statement”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee”).~~

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) entered an order approving the ~~Edgemere~~ Disclosure Statement. *See* Docket No. [•].

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, ~~the Court entered an order approving the Bondholder Disclosure Statement. See Docket No. [•].~~

~~† The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022,~~ the Court entered an order (the “**Solicitation Procedures Order**”), among other things, (i) authorizing Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) to serve and act as the ~~singular~~ Voting Agent with respect to the ~~Edgemere Plan and the Bondholder Plan (each, as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, a “Competing Plan” and, collectively, the “Competing Plans”)~~Plan;<sup>2</sup> (ii) establishing the voting record date and other related dates in connection with confirmation of the ~~Competing Plans~~Plan; (iii) approving procedures for soliciting, receiving, and tabulating votes on the ~~Competing Plans~~Plan and for filing objections to the ~~Competing Plans~~Plan; (iv) approving the manner and forms of notice and related documents; and (v) granting related relief. *See* Docket No. [•].

### ~~A.A.~~ A.A. The Voting Record Date

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to such terms in the Plan.

The Court has approved ~~November 28~~December 15, 2022, as the record date for purposes of determining which holders of Claims are entitled to vote on the ~~Competing Plans~~Plan (the “**Voting Record Date**”).

### ~~B.B.~~ B.B. The Voting Deadline

The Court has established ~~January 3~~20, 2023, at 4:00 p.m. prevailing Central Time as the voting deadline (the “**Voting Deadline**”) with respect to the ~~Competing Plans~~Plan.

To be counted as votes to accept or reject the ~~Competing Plans~~Plan, all ballots and master ballots (each a “**Ballot**” and collectively, the “**Ballots**”) must be properly executed, completed, and *actually received* by no later than the Voting Deadline by the Voting Agent.

### ~~C.C.~~ C.C. Ballots and Notices of Non-Voting Status

#### 1. Ballots

The Ballots to be used for the solicitation of votes on, and confirmation of, the ~~Competing Plans~~Plan, shall be substantially in the form(s) attached to the Solicitation Procedures Order as ~~Exhibit Group 2-A, with respect to the Edgemere Plan, and Exhibit Group 2-B,~~ with respect to the ~~Bondholder~~ Plan. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote no later than ~~December 5~~22, 2022. Ballots will be accompanied by a pre-addressed, postage prepaid return envelope and instructions for submission of votes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes).

#### 2. Notices of Non-Voting Status and Disputed Claim Non-Voting Status

Notices of non-voting status, including the Non-Voting Status Notices attached to the Solicitation Procedures Order as ~~Exhibit 4-A and Exhibit 4-D, with respect to the Edgemere Plan,~~

~~and Exhibit 4-B and Exhibit 4-C, with respect to the Bondholder Plan,~~ and the Disputed Claims  
Non-Voting Status Notices attached to the Solicitation Procedures Order as ~~Exhibit 5-A, with~~  
~~Capitalized terms used but not defined herein have the meaning given to such terms in the respective Competing Plan~~  
~~or Disclosure Statement, as applicable.~~

~~respect to the Edgemere Plan, and Exhibit 5-B, with respect to the Bondholder Plan,~~ shall be distributed to parties that are not entitled to vote to accept or reject the ~~Competing Plans~~Plan. Such notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (with the exception of the Ballot). Additionally, ~~with respect to each Competing Plan,~~ parties not entitled to vote shall receive Opt-Out Forms that such holders MUST complete and return if they desire to (i) elect to opt-out of the consensual third-party releases and other provisions set forth in Section 8 of the ~~Edgemere Plan and Section 8 of the Bondholder Plan~~; and (ii) avoid being treated as a Releasing Party, as that term is defined in ~~each of the applicable Competing Plans~~Plan.

## **D. Content, General Transmittal of Solicitation Packages, and Notice of Confirmation and Sale Hearing**

### **1. The Solicitation Package**

The solicitation package (the “**Solicitation Package**”) will include the following:

- ~~a.~~a. The Disclosure ~~Statements~~Statement as approved by the Court, including exhibits attached thereto, which shall include the ~~Competing Plans, orders~~Plan, order approving the Disclosure ~~Statements~~Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;
- b. the Confirmation and Sale Hearing Notice, which the ~~Debtors and the Bondholder~~ Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including any letters which are otherwise approved by the Court after notice in support of the ~~Competing Plans~~Plan.

### **2. Distribution of the Solicitation Packages**

As stated above, the Solicitation Packages shall provide the Disclosure ~~Statements~~Statement (and exhibits attached thereto, including the ~~Competing Plans~~Plan and the ~~orders~~order approving the Disclosure ~~Statements~~Statement) and the Plan ~~Proponents~~Sponsors may transmit such materials via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download. Only the Ballot and the Confirmation and Sale Hearing Notice shall be provided in paper format.<sup>3</sup> Any party that receives the materials in electronic format but would prefer hard

<sup>3</sup> ~~Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Competing Plans also in accordance with their customary practices. If it is the Nominee's customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of~~

copies may contact the Voting Agent retained by the Debtors in the Chapter 11 Cases by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing ~~at~~ [at EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kcellc.net/edgemere>. Copies may also be obtained for a fee via PACER at <http://www.txnb.uscourts.gov>.

The Plan ~~Proponents~~ [Sponsors](#) shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

~~With respect to each Competing Plan, the Plan Proponents~~ [The Plan Sponsors](#) shall endeavor, to the extent possible, to ensure that holders of more than one Claim or Interest in a single Voting Class receive no more than one Solicitation Package on account of such Claim(s) or Interest(s).

[§ Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.](#)

## **E. Voting and Tabulation Procedures**

### **1. Holders of Claims Entitled to Vote**

~~With respect to the Edgemere Plan, only~~ [Only](#) holders of Claims in Classes 2, 4, 5, ~~6,~~ and ~~8~~ [6](#) are entitled to vote to accept or reject the ~~Edgemere Plan pursuant to Bankruptcy Code section 1126.~~

~~With respect to the Bondholder Plan, only holders of Claims in Classes 2 and 4 are entitled to vote to accept or reject the Bondholder~~ Plan pursuant to Bankruptcy Code section 1126.

### **2. Voting Options**

The Plan ~~Proponents~~ [Sponsors](#) may accept (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“E-Ballot”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail ~~to~~ [to EdgemereBallots@kcellc.com](mailto:EdgemereBallots@kcellc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting

portal on the Case Website located at <http://www.kccllc.net/edgemere5>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the ~~Competing Plans~~[Plan](#) through a Nominee can (i) return their Beneficial Holder Ballot, or otherwise as instructed by their Nominee, with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including ~~recording the Beneficial Holder's vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.~~

the votes to accept or reject the ~~Competing Plans~~ Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

Instructions for Ballot submissions accompany the Ballots.

### 3. ~~3-~~ Tabulation of Votes

Solely for purposes of voting to accept or reject the ~~Competing Plans~~ Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to ~~either the Debtors’ or the Bondholder~~ Plan Sponsors’ rights in any other context, each Claim entitled to vote to accept or reject the ~~Competing Plans~~ Plan shall be in an amount determined by the following procedures:

- (a) If a Claim is deemed allowed in accordance with ~~any of the~~ ~~Competing Plans~~ Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the ~~applicable~~ Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (j) ~~(e)~~ If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (k) ~~(d)~~ If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the ~~Debtors, the Bondholder~~ Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (l) ~~(e)~~ If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (m) ~~(f)~~ If a Claim was listed in the Debtors’ filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors’ filed Schedules;

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(n) ~~(g)~~ If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;

(o) ~~(h)~~ If the ~~Debtors or the Bondholder~~ Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the ~~Debtors or the Bondholder~~ Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;

(p) ~~(i)~~ Proofs of Claim filed in the amount of \$0.00 shall not be entitled to

vote;

(q) ~~(j)~~ A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;

(r) ~~(k)~~ Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on ~~any of the~~ ~~Competing Plans~~ Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such duplicate Claims;

(s) ~~(l)~~ If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the ~~Debtors or the Bondholder~~ Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

| (t) ~~(m)~~ Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any

principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and

- (u) ~~(n)~~ Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 ~~under the Edgemere Plan and holders of Class 4 claims~~ that are parties to Residency Agreements under the ~~Bondholder~~ Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

If a holder of a Claim is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

#### 4. Tabulation of Master Ballots

The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- ~~(a)~~ (a) The amount that will be used to tabulate acceptance or rejection of the ~~Competing Plans~~ Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the ~~applicable~~ Plan shall be applied in the same proportion as the votes to accept and to reject the ~~applicable~~ Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

#### 5. Ballots not Counted

In addition, under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether ~~any of the Competing Plans have~~ Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection ~~of any~~ of the ~~Competing Plans~~ Plan or that indicates both acceptance and rejection of ~~any of Plans~~ the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in the Solicitation Procedures Order.

If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the Claim holder's intent and, thus, will supersede any prior Ballot(s); *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

If no votes are returned for a Class of Claims entitled to vote on the ~~Competing Plans~~ Plan, such Class shall be deemed to have accepted the ~~applicable~~ Plan.

The Plan ~~Proponents~~ Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan ~~Proponent~~ Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan ~~Proponent~~ Sponsor(s); any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

Subject to any contrary order of the Court and except as otherwise set forth herein, the ~~applicable~~ Plan ~~Proponent~~ Sponsors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waiver(s) shall be documented in the Voting Agent's Voting Report.

## 6. The Voting Report

The Voting Agent shall file its Voting Report no later than **January 6~~24~~, 2023, at 4:00 p~~9:30~~ a.m. prevailing Central Time.**

### F. Amendments to the ~~Competing Plans~~Plan and Solicitation Procedures

The Plan ~~Proponents~~Sponsors reserve the right to make nonsubstantive and nonmaterial changes to ~~their respective Competing Plans~~the Plan and/or Disclosure ~~Statements~~Statement. Furthermore, the ~~Debtors and the Plan Proponents~~Sponsors, as applicable, reserve the right to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure ~~Statements~~Statement, the ~~Competing Plans~~Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, the ~~Edgemere Plan Supplement Notice, the Bondholder~~ Plan Supplement Notice, and any other materials in the Solicitation Package prior to mailing. If such changes are made, the Plan ~~Proponents~~Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated:

~~November~~Decemb  
er [\_\_\_], 2022  
Dallas, Texas

**POLSINELLI PC**

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COUNSEL TO UMB BANK, N.A. AS  
TRUSTEE AND DIP LENDER

| [84227327.12](#)

| [87265405.2](#)

**Exhibit Group 2-~~AB~~**  
**(Edgemere Plan Ballots)**



~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

In re:

Chapter 11

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Debtors.

Case No. 22-30659 (MVL)

(Jointly Administered)

~~**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~**CLASS 2 SECURED BOND CLAIMS**~~

~~**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY  
BEFORE COMPLETING THIS BALLOT.**~~

~~**PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND  
DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR  
EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE  
WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.**~~

~~**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE,  
IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE  
DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR  
NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A  
MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE  
CLAIMS AND NOTICING AGENT BY JANUARY 3, 2023 AT 4:00 P.M.,  
PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”).**~~

~~**IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR  
NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO  
THE VOTING AGENT IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU  
MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED”  
BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY  
THE VOTING DEADLINE.**~~

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~CUSIP indicated on Exhibit A hereto~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (the “**Committee**”) and Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) is soliciting votes with~~

~~respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) <sup>2</sup> from the holders of certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors* [Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or~~

~~supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “**Disclosure Statement Order**”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus,~~

~~the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court's Solicitation Procedures Order.~~

~~**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this ballot carefully before you submit this ballot.**~~

~~This ballot (the “Beneficial Holder Ballot”) is being sent to all beneficial holders (collectively, the “Beneficial Holders”) of the Original Bonds (as defined in the Plan). You are receiving this Beneficial Holder Ballot because records maintained by your broker, bank, common representative or other nominee or intermediary (collectively with their mailing agents, “Nominee”) indicate that you are a Beneficial Holder of a Class 2 Secured Bond Claim arising~~

~~under, related to or in connection with the Original Bonds as of November 28, 2022 (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Disclosure Statement Order are available on the case website. The Solicitation Package you are receiving with this Ballot provides instructions~~

~~detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA~~

~~90245; or (c) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Pursuant to the Disclosure Statement and the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use~~

~~the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

~~Most Beneficial Holders will submit votes to accept or reject the Plan by completing a Beneficial Holder Ballot and returning it to their Nominee, who will then prepare and submit a master ballot (a “**Master Ballot**”). You may have received specific instructions from your Nominee for use in returning completed Beneficial Holder Ballots. Please follow the instructions provided by your Nominee and return your Beneficial Holder Ballot in sufficient~~

~~time for your Nominee to complete and submit the Master Ballot so that it is received on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”). If a Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended, the vote will not count as an acceptance or rejection of the Plan.~~

~~YOU SHOULD CAREFULLY REVIEW THE PLAN AND THE ATTACHED INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.~~

~~If the Voting Agent does not receive the Master Ballot by January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the deadline is not extended, your vote as either acceptance or rejection of the Plan will not count and the Plan, if it is confirmed, will be binding on you whether or not you vote.~~

**IMPORTANT NOTICE FOR ALL CREDITORS**

~~PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT,  
ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS  
(INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO  
VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT~~

~~ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED~~

~~PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER.~~

~~CUSIP indicated on Exhibit A hereto~~

| **Item 1. Amount of Claim.**

~~As of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for such Holder) or the Nominee of a Beneficial Holder in the following aggregate unpaid principal amount:~~

~~\*(If an amount has not been provided by your bank, broker, nominee or other intermediary on a label below, please insert the amount in the box below. If your Bonds are held by a Nominee on~~

~~your behalf and you do not know the amount of Bonds held or the amount provided on the label is incorrect, please contact your Nominee immediately.)~~

~~Principal Amount: \$~~

~~Item 2. Vote on the Plan.~~

~~The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):~~

~~ACCEPT~~ (vote FOR) the Plan  ~~REJECT~~ (vote AGAINST) the Plan

~~Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.~~

~~**The Plan contains the following provision(s):**~~

~~***Section 1.128 Defines “Releasing Party”***~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

~~***Section 8.3 Releases by Holders of Claims***~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~

~~RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF~~

~~CUSIP indicated on Exhibit A hereto~~

~~OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR~~

~~COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR  
RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART,  
ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION,  
EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR  
BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN  
CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE~~

~~ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT~~

~~OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A  
FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES  
WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR  
THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE  
AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF  
THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO~~

~~**THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION  
TRUST ASSETS.**~~

~~*Section 8.4 Exculpation*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE~~

~~PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY~~

~~LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN~~

~~CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11  
CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE  
ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE  
DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER  
RELATED~~

~~CUSIP indicated on Exhibit A hereto~~



~~AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN  
OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION  
OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE  
FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY~~

~~OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER~~

~~RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,~~

~~INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND~~

~~THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN, EXCEPT AS OTHERWISE~~

~~EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE~~

~~PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY~~

~~MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE,  
ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON  
ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY~~

~~CUSIP indicated on Exhibit A hereto~~

~~6~~

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~~SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV)~~

~~COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER  
PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR  
WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED,  
OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE  
PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL  
BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS~~

~~AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN).~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO~~

~~SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE  
KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS  
SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE  
DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH  
OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS,  
EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS,~~

~~AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES,  
ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS,  
INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER  
ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE  
EFFECTIVE DATE.~~

~~If you wish to opt out of being a “Releasing Party” you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to being a Releasing Party.~~

~~I elect to **OPT OUT** of and do not consent to the releases, exculpations,~~

~~and injunctions in Section 8 of the Edgemere Plan.~~

~~**Item 4. Other Beneficial Holder Ballots Submitted.**~~

~~By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims~~

~~CUSIP indicated on Exhibit A hereto~~

~~identified in Item 1 owned by such holder, except as identified in the following table, and  
(b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the  
same vote to accept or reject the Plan that the holder has indicated in Item 2 of this  
Beneficial Holder Ballot (please use additional sheets of paper if necessary):~~

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT**

<b>Account Number of Other Claims Voted</b>	<b>Name of Record Holder or Nominee</b>	<b>Principal Amount of Other Claims Voted</b>	<b>CUSIP Ticker Symbol of Other Claims Voted</b>
		\$	

		\$	
		\$	
		\$	

**Item 5. Acknowledgments and Certification**

By signing this Beneficial Holder Ballot, the undersigned certifies that:

- ~~a. no other Beneficial Holder Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Beneficial Holder Ballots have been cast, such earlier Ballots are hereby revoked;~~
- ~~b. the undersigned Beneficial Holder has been provided with a copy of the Plan, the Disclosure Statement, and the Disclosure Statement Order, and acknowledges that the vote set forth on this Beneficial Holder Ballot is subject to all terms and conditions set forth therein; and~~
- ~~c. the undersigned Beneficial Holder is the Beneficial Holder of the Claim set forth in Item 1, with full power and authority to vote to accept or reject the Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Beneficial Holder Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

Name of Claimant:

Signature:

Name of Signatory:  
(if different than Claimant)

If authorized by Agent, Title of Agent

**CUSIP indicated on Exhibit A  
hereto**

~~Street Address:~~

~~Street Address:  
(continued)~~

~~City, State, Zip Code:~~

~~Telephone Number:~~

~~Email Address:~~

~~Date Completed:~~

~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~

**CUSIP indicated on Exhibit A hereto**

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~~**INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE BENEFICIAL  
HOLDER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS**~~

**~~CAREFULLY TO ENSURE THAT YOUR BENEFICIAL HOLDER BALLOT  
WILL BE COUNTED.~~**

~~1. The Debtors are soliciting the vote of holders of Bond Claims as of the  
Voting Record Date to accept or reject the Plan. The Debtors have caused the attached~~

~~Beneficial Holder Ballot to be sent to you because the Debtors' available records indicate that you are a Beneficial Holder.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan~~

~~otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is~~

~~actually received by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots~~

~~by the Voting Agent is **January 3, 2023 at 4:00 p.m. (prevailing Central Time)**. Please allow additional time for your vote to be submitted to the Voting Agent on or before the Voting Deadline.~~

~~4. — If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow~~

~~sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, or the Bond Trustee, and if so sent will not be counted.~~

~~5. If a Beneficial Holder Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted, unless the Debtors determine or the Court orders otherwise.~~

~~6. This Beneficial Holder Ballot is not, and shall not, constitute or be deemed to be (a) a Proof of Claim or interest, an assertion of a Claim of Equity Interest, or (b) an~~

**CUSIP indicated on Exhibit A hereto**





~~admission by the Debtor of the nature, validity, or amount of any Claim or Equity Interest and does not signify that your Claim or Equity Interest has been or will be Allowed.~~

~~0. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purposes other than to vote to accept or reject the Plan.~~

~~1. If Multiple Beneficial Holder Ballots are received by the same holder of a Claim with respect to the same Claim(s) prior to the Voting Deadline, the last dated valid Beneficial Holder Ballot timely received will supersede and revoke any earlier Beneficial Holder Ballots.~~

~~2. If you believe you have received this Beneficial Holder Ballot in error, or if you need an additional Beneficial Holder Ballot, please contact the Voting Agent immediately at the telephone number or email address set forth below.~~

**Please return your Beneficial Holder Ballot promptly**

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line.~~

**~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot will not be counted.~~**

**~~CUSIP indicated on Exhibit A hereto~~**

Exhibit A

~~Your Nominee may have checked a box below to indicate the Plan Class and CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:~~

~~CLASS 2 - SECURED BOND CLAIMS~~

<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>

**CUSIP indicated on Exhibit A hereto**

~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

In re:

Chapter 11

~~Northwest Senior Housing Corporation, et al.,<sup>†</sup>~~

~~Debtors.~~

~~Case No. 22-30659 (MVL)~~

~~(Jointly Administered)~~

~~**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~**CLASS 2 SECURED BOND CLAIMS**~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned bankruptcy cases (the “**Chapter 11 Cases**”) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) <sup>2</sup> from the holders of~~

~~**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.**~~

~~**PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS HOLDERS OF CLAIMS AGAINST THE DEBTORS TO DETERMINE WHETHER VOTE TO ACCEPT OR REJECT THE PLAN.**~~

~~**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (“KCC” OR THE “VOTING AGENT”) BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 3, 2023 (THE “VOTING DEADLINE”).**~~

~~certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors*~~

~~<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup>Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

~~CUSIP indicated on Exhibit A hereto~~

~~[Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the~~

~~Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [●]. Thus, the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court’s Solicitation Procedures Order.~~

~~Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this Master Ballot carefully before you submit this Master Ballot.~~

~~This ballot (the “**Master Ballot**”) is to be used by you, as a bank, broker, nominee or other intermediary, or an agent thereof (each of the foregoing, a “**Nominee**”) for beneficial holders of Bond Deficiency Claims (each a “**Beneficial Holder**” and together the “**Beneficial Holders**”) as of~~

~~November 28, 2022 (the “**Voting Record Date**”). This Master Ballot is being sent to Nominees for such Beneficial Holders to cast votes to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the Debtors’ Case Website. The Solicitation Package you are receiving with this Master Ballot provides~~

~~instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway,~~

~~Suite 300, El Segundo, CA 90245; or (e) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL  
ADVICE.~~

~~Pursuant to the Disclosure Statement Order, the Bankruptcy Court has approved the  
Disclosure Statement as containing adequate information under Bankruptcy Code section 1125.  
Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been~~

~~confirmed by the Bankruptcy Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

CUSIP indicated on Exhibit A hereto



~~You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a~~

~~Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.~~

~~The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you~~

~~must complete and return this Master Ballot so that the Voting Agent actually receives it on or before the Voting Deadline.~~

~~This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.~~

~~**Item 1. Certification of Authority to Vote.**~~

~~The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):~~

- ~~Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Bonds, or~~

~~Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 2.~~

~~**Item 2. Claim Votes on Plan:**~~

~~The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee,~~

~~Beneficial Holder Ballots (the “Beneficial Holder Ballots”) or other vote submissions casting such votes.~~

~~Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not~~

CUSIP indicated on ~~Exhibit A~~ hereto



~~indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection~~





~~INDICATE CUSIP HERE:~~

~~(USE A SEPARATE FORM FOR EACH CUSIP).~~

<del>Your Customer</del>		<del>Indicate the vote cast from</del>	<del>Indicate OPT OUT to giving the</del>
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Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting	Item 2 of the Beneficial Holder Ballot by checking the appropriate box below		Releases by Holders of Claims in Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTAL</b>	\$			

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR~~

~~ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY  
MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION,  
OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE  
TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE~~

~~(INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE~~

~~REFINANCING TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE~~

~~AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE  
LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN  
AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST  
ASSETS.~~

~~*Section 8.4 Exculpation.*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD~~

~~FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE  
BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E),  
EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET  
FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR  
ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER  
HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY~~

~~PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN  
IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING,  
PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING,  
CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT,  
INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT  
CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE~~

~~FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS;~~

~~PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO  
EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY  
SUCH ACT OR OMISSION THAT IS DETERMINED IN~~

~~CUSIP indicated on Exhibit A hereto~~



~~A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN~~

~~CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT,  
INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE  
LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS  
DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED  
PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,~~

~~RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR  
REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR  
THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE,  
TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE  
PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED  
FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE~~

~~RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS  
AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER  
PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH  
RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,  
RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR  
REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE~~

~~PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR~~

~~MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (H) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO~~

~~ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR  
CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF  
ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH~~

CUSIP indicated on ~~Exhibit A~~ hereto



~~RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR  
DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN  
AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN  
EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND~~

~~INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS~~

~~OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS  
ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE  
OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE  
EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY  
RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED,  
AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE~~

~~EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER~~

~~PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER  
CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY  
ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR  
NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.~~

~~The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:~~

<del>YOUR customer</del>	<del>Transcribe from Item 4 of the Beneficial Holder Ballot</del>
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<b>Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot</b>	<b>Account Number of Other Claims Voted</b>	<b>Name of Record Holder or Nominee</b>	<b>Principal Amount of Other Claims Voted</b>	<b>CUSIP of Other Claims Voted</b>
1.			\$	
2.			\$	
3.			\$	
4.			\$	

CUSIP indicated on Exhibit A hereto

5.			\$	
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**Item 5. Certifications.**

Upon execution of this Master Ballot, the undersigned certifies the following:

- (a) ~~it has received a copy of (or information regarding where to obtain) the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial~~

~~Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;~~

- ~~(b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;~~
- ~~(c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its or their vote or~~

~~votes; (ii) the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and~~

~~(d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or~~

~~defective) for at least one (1) year after the Effective Date of the Plan and disclose all~~

~~such information to the Debtors or the Court, if so requested or ordered.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Case 22-30659-mvl11 Doc 818-2 Filed 11/23/22 Entered 11/23/22 12:28:48 Desc Exhibit 2 Page 23 of 68~~

~~Name of Nominee and/or DTC~~

~~Participant:~~ (Print or Type)

~~Participant Number (if applicable):~~

~~Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):~~

~~Signature:~~

~~Name of Signatory:~~

~~Title: Address:~~

~~Telephone Number:~~

~~Email:~~

~~Date Completed:~~

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY TO THE VOTING AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:**

**Via first class mail, by overnight courier, or by hand delivery to:**

**Northwest Senior Housing Corporation Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245**

**OR**

**Via Email to: EdgemereBallots@kcelle.com with a reference to**

**“EDGEMERE—Master Ballot”  
in the subject line**

***Please select only one method for the return of your Master Ballot.***

~~If the Voting Agent does not actually receive this Master Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes will not be counted.~~

**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE ATTACHED  
MASTER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS  
CAREFULLY TO ENSURE THAT YOUR MASTER BALLOT WILL BE COUNTED.**~~

~~1. ——— The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Master Ballot or~~

~~in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon the Beneficial Holders if it is accepted by the holders of at least two thirds in amount and more than one half in number of Claims in at least one class of creditors that votes on the Plan and if the~~

~~Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims listed on Exhibit A hereto and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute~~

~~the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any~~

~~Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by **January 23, 2023 at 4:00 p.m. (prevailing Central Time)** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.~~

~~4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:~~

~~(a) "Pre-validate" the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee~~

~~of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such~~

~~Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial~~

~~Plan Class and CUSIP indicated on Exhibit A~~



~~Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or~~

~~(b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. Nominees may also follow their customary procedures to distribute the Solicitation~~

~~Package to the Beneficial Holder (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). In either such case, the Nominee will tabulate the votes of its respective owners on this Master Ballot, in accordance with the instructions set forth herein, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee~~

~~by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.~~

~~5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by~~

~~you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.~~

6. ~~The Master Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

7. ~~If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**~~

~~(a) — any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~

~~(b) — any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;~~

| ~~(c) any Master Ballot sent by facsimile or any electronic means other than electronic~~  
| ~~mail;~~

| ~~(d) any unsigned Master Ballot;~~

CUSIP indicated on Exhibit A hereto



~~(e) — any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;~~

~~(f) — votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and~~

~~(g) — any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.~~

~~8. The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Voting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.~~

~~9. If multiple Master Ballots are received from the same Nominee with respect to the same Claim(s) voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.~~

~~10. — The Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~

~~11. — **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary~~

~~or representative capacity and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.~~

~~12. If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on Exhibit A of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you~~

~~must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.~~

~~13. — For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), the Debtors and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such~~

~~Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.~~

~~14. The following additional rules shall apply to Master Ballots:~~

CUSIP indicated on ~~Exhibit A~~ hereto

**(Ballots for Holders of Claims in Classes 2, 4, 5, and 6)**

~~(a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.~~

~~(b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;~~

~~(c) To the extent that conflicting votes or “over votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;~~

~~(d) To the extent that over votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the Claims; and~~

~~(e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.~~

**Please return your Master Ballot promptly**

~~If you have any questions regarding this Master Ballot, these Master Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (877) 499-4509 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line.~~

~~**If the Voting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the vote transmitted hereby will not be counted.**~~

CUSIP indicated on Exhibit A hereto

[24081320\) Polsinelli PC](#)

**~~Please check one CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):~~**

<b><del>CLASS 2— SECURED BOND CLAIMS</del></b>		
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R-EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R-EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R-HV2</del>

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Debtors in Possession

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~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~ Counsel to UMB Bank, N.A. as Trustee and DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM**  
**~~BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT~~**  
**~~THE JOINT PLAN OF REORGANIZATION~~**  
**~~PROPOSED BY THE COMMITTEE AND THE DEBTORS~~**

~~**CLASS 4 BOND DEFICIENCY CLAIMS**~~

**FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**General Unsecured Claims (Class 4)**

<sup>1</sup>The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**GENERAL UNSECURED CLAIM BALLOT**  
87096147.3

**PAGE 1**

**PLEASE READ AND FOLLOW THE ENCLOSED  
INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS  
BALLOT.**

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE CLAIMS AND NOTICING AGENT BY JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (THE “~~

**VOTING DEADLINE”).**

~~IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE VOTING AGENT IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE. THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M.~~

~~(PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.~~

~~\*The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Kurtzman Carson Consultants LLC (the “Voting Agent”)~~

~~UMB Bank, N.A., in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “Committee DIP Lender”), and Debtor Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) is d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes with respect to on the Joint First Amended Plan of Reorganization Proposed by of the Committee and the Debtors, dated November 2, 2022 (the “Plan”) and each as may be amended, modified, amended, or supplemented from time to time, the “Plan”) <sup>2</sup> from the This ballot is for holders of certain Impaired Class 4 General Unsecured Claims against the Debtors. The accompanying First Amended Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors Plan Sponsors Dated December 6, 2022 [Docket No. 750869] (together with all the schedules and exhibits thereto, and each as may be amended, modified, amended, or supplemented from time to time, the “Disclosure Statement”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes contains a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the The Bankruptcy Court entered approved the Order (A) Approving Disclosure Statement; (B) solicitation of votes on the Plan pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief [Docket No. [●]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [●]. Thus, the Debtors and the Committee The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures approved by (Exhibit 1 to the Court’s Solicitation Procedures Order.)~~

Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this ballot Ballot carefully before you submit this ballot vote. You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

~~This ballot (the “Beneficial Holder Ballot”) is being sent to all beneficial holders (collectively, the “Beneficial Holders”) of the Original Bonds (as defined in the Plan). You are receiving this Beneficial Holder Ballot because records maintained by your broker, bank, common representative or other nominee or intermediary (collectively with their mailing agents, “Nominee”) indicate that you are a Beneficial Holder of a Class 4 Bond Deficiency Claim arising under, related to or in connection with the Original Bonds as of November 28, 2022 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Disclosure Statement Order are available on the case website. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved~~

~~by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to "Edgemere" in the subject line. The materials may also be obtained free of charge from <https://www.kcellc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

~~CUSIP indicated on Exhibit A hereto~~

~~Pursuant to the Disclosure Statement and the Disclosure Statement Order, the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

~~Most Beneficial Holders will submit votes to accept or reject the Plan by completing a Beneficial Holder Ballot and returning it to their Nominee, who will then prepare and submit a master ballot (a “**Master Ballot**”). You may have received specific instructions from your Nominee for use in returning completed Beneficial Holder Ballots. Please follow the instructions provided by your Nominee and return your Beneficial Holder Ballot in sufficient time for your Nominee to complete and submit the Master Ballot so that it is received on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the “**Voting Deadline**”). If a Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such Voting Deadline is not extended, the vote will not count as an acceptance or rejection of the Plan.~~

~~**YOU SHOULD CAREFULLY REVIEW THE PLAN AND THE ATTACHED INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.**~~

~~**If the Voting Agent does not receive the Master Ballot by January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the deadline is not extended, your vote as either acceptance or rejection of the Plan will not count and the Plan, if it is confirmed, will be binding on you whether or not you vote.**~~

~~**IMPORTANT NOTICE FOR ALL CREDITORS**~~

~~**PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER.**~~

~~CUSIP indicated on Exhibit A hereto~~

**Item 1. Amount of Claim.**

~~As of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for such Holder) or the Nominee of a Beneficial Holder in the following aggregate unpaid principal amount:~~

~~\*(If an amount has not been provided by your bank, broker, nominee or other intermediary on a label below, please insert the amount in the box below. If your Bonds are held by a Nominee on your behalf and you do not know the amount of Bonds held or the amount provided on the label is incorrect, please contact your Nominee immediately.)~~

~~Principal Amount: \$~~

**Item 2. Vote on the Plan.**

~~The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):~~

~~ACCEPT (vote FOR) the Plan  REJECT (vote AGAINST) the Plan~~

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF~~

~~CUSIP indicated on Exhibit A hereto~~

~~OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED~~

~~CUSIP indicated on Exhibit A hereto~~

~~AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH~~

~~PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT  
TO ANY~~

~~CUSIP indicated on Exhibit A hereto~~

~~SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, THE SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.~~

~~I elect to OPT OUT of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.~~

**Item 4. Other Beneficial Holder Ballots Submitted.**

~~By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims~~

~~CUSIP indicated on Exhibit A hereto~~

~~identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):~~

**~~ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT~~**

<del>Account Number of Other Claims Voted</del>	<del>Name of Record Holder or Nominee</del>	<del>Principal Amount of Other Claims Voted</del>	<del>CUSIP Ticker Symbol of Other Claims Voted</del>
		\$	
		\$	
		\$	
		\$	

**~~Item 5. Acknowledgments and Certification~~**

~~By signing this Beneficial Holder Ballot, the undersigned certifies that:~~

- ~~a. no other Beneficial Holder Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Beneficial Holder Ballots have been cast, such earlier Ballots are hereby revoked;~~
- ~~b. the undersigned Beneficial Holder has been provided with a copy of the Plan, the Disclosure Statement, and the Disclosure Statement Order, and acknowledges that the vote set forth on this Beneficial Holder Ballot is subject to all terms and conditions set forth therein; and~~
- ~~c. the undersigned Beneficial Holder is the Beneficial Holder of the Claim set forth in Item 1, with full power and authority to vote to accept or reject the Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Beneficial Holder Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

~~Name of Claimant:~~

~~Signature:~~

~~Name of Signatory:  
(if different than Claimant)~~

~~If authorized by Agent, Title of Agent~~

~~CUSIP indicated on Exhibit A  
hereto~~

~~Street Address:~~

~~Street Address:  
(continued)~~

~~City, State, Zip Code:~~

~~Telephone Number:~~

~~Email Address:~~

~~Date Completed:~~

~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~

**CUSIP indicated on Exhibit A hereto**

~~**INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE BENEFICIAL HOLDER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR BENEFICIAL HOLDER BALLOT WILL BE COUNTED.**~~

~~1. The Debtors are soliciting the vote of holders of Bond Claims as of the Voting Record Date to accept or reject the Plan. The Debtors have caused the attached Beneficial Holder Ballot to be sent to you because the Debtors' available records indicate that you are a Beneficial Holder.~~

~~2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two thirds in amount and more than one half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is **actually received** by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots by the Voting Agent is **January 3, 2023 at 4:00 p.m. (prevailing Central Time)**. Please allow additional time for your vote to be submitted to the Voting Agent on or before the Voting Deadline.~~

~~4. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, or the Bond Trustee, and if so sent will not be counted.~~

~~5. If a Beneficial Holder Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted, unless the Debtors determine or the Court orders otherwise.~~

~~6. This Beneficial Holder Ballot is not, and shall not, constitute or be deemed to be (a) a Proof of Claim or interest, an assertion of a Claim of Equity Interest, or (b) an~~

**CUSIP indicated on Exhibit A hereto**



~~admission by the Debtor of the nature, validity, or amount of any Claim or Equity Interest and does not signify that your Claim or Equity Interest has been or will be Allowed.~~

~~49. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purposes other than to vote to accept or reject the Plan.~~

~~50. If Multiple Beneficial Holder Ballots are received by the same holder of a Claim with respect to the same Claim(s) prior to the Voting Deadline, the last dated valid Beneficial Holder Ballot timely received will supersede and revoke any earlier Beneficial Holder Ballots.~~

~~51. If you believe you have received this Beneficial Holder Ballot in error, or if you need an additional Beneficial Holder Ballot, please contact the Voting Agent immediately at the telephone number or email address set forth below.~~

**Please return your Beneficial Holder Ballot promptly**

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line.~~

**~~Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot will not be counted.~~**

**~~CUSIP indicated on Exhibit A hereto~~**

**Exhibit A**

**Your Nominee may have checked a box below to indicate the Plan Class and CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:**

<b>CLASS 4 BOND DEFICIENCY CLAIMS</b>		
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<input type="checkbox"/>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>

~~CUSIP indicated on Exhibit A hereto~~

~~No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

<del>In re:</del>	<del>Chapter 11</del>
<del>Northwest Senior Housing Corporation, et al.,<sup>†</sup></del>	<del>Case No. 22-30659 (MVL)</del>
<del>Debtors.</del>	<del>(Jointly Administered)</del>

~~MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS~~

~~PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY  
BEFORE COMPLETING THIS BALLOT.~~

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE  
STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS  
HOLDERS OF CLAIMS AGAINST THE DEBTORS TO DETERMINE WHETHER  
VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED  
SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS  
LLC (“KCC” OR THE “VOTING AGENT”) BY 4:00 P.M. (PREVAILING CENTRAL  
TIME) ON JANUARY 3, 2023 (THE “VOTING DEADLINE”).~~

~~CLASS 4 BOND DEFICIENCY CLAIMS~~

~~Kurtzman Carson Consultants LLC (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (the “**Debtors**”) in the above-captioned bankruptcy cases (the “**Chapter 11 Cases**”) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) <sup>2</sup> from the holders of certain Impaired Claims against the Debtors. The accompanying *Disclosure Statement in Support of the Joint Plan of Reorganization of the Committee and the Debtors*~~

~~<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~[Docket No. 752] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on November 2, 2022, as Exhibit 1. On [DATE], 2022, the Court entered the Order (A) Approving Disclosure Statement; (B) Granting Related Relief [Docket No. [●]] (the “Disclosure Statement Order”). On [DATE], 2022, the Court approved the solicitation of the Plan (the “Solicitation Procedures Order”). See Docket No. [●]. Thus, the Debtors and the Committee are soliciting votes in accordance with the Solicitation Procedures approved by the Court’s Solicitation Procedures Order.~~

~~**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this Master Ballot carefully before you submit this Master Ballot.**~~

~~This ballot (the “Master Ballot”) is to be used by you, as a bank, broker, nominee or other intermediary, or an agent thereof (each of the foregoing, a “Nominee”) for beneficial holders of Bond Deficiency Claims (each a “Beneficial Holder” and together the “Beneficial Holders”) as of November 28, 2022 (the “Voting Record Date”). This Master Ballot is being sent to Nominees for such Beneficial Holders to cast votes to accept or reject the Plan.~~

~~The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the Debtors’ Case Website. The Solicitation Package you are receiving with this Master Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free of charge from <https://www.kcelle.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.~~

~~PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.~~

~~Pursuant to the Disclosure Statement Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Bankruptcy Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. This Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.~~

~~The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting Agent **actually receives** it on or before the Voting Deadline.~~

~~This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.~~

~~**Item 1. Certification of Authority to Vote.**~~

~~The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):~~

- ~~Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Bonds, or~~
- ~~Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~
- ~~Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below;~~

~~and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 2.~~

~~**Item 2. Claim Votes on Plan:**~~

~~The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots (the “**Beneficial Holder Ballots**”) or other vote submissions casting such votes.~~

~~Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection~~





INDICATE CUSIP HERE:

(USE A SEPARATE FORM FOR EACH CUSIP).

Your Customer Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting	Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below		Indicate OPT OUT to giving the Releases by Holders of Claims in Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTAL</b>	\$			

**Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.**

**The Plan contains the following provision(s):**

***Section 1.128 Defines "Releasing Party"***

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

***Section 8.3 Releases by Holders of Claims***

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON~~

~~WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN  
RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR~~

~~CUSIP indicated on Exhibit A hereto~~

~~ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*~~Section 8.4 Exculpation.~~*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO~~

~~EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY  
SUCH ACT OR OMISSION THAT IS DETERMINED IN~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*~~Section 8.5 Injunction~~*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR~~

~~CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF  
ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH~~

CUSIP indicated on ~~Exhibit A~~ hereto

~~RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~**Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.**~~

~~The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:~~

<del>YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot</del>	<del>Transcribe from Item 4 of the Beneficial Holder Ballot</del>			
	<del>Account Number of Other Claims Voted</del>	<del>Name of Record Holder or Nominee</del>	<del>Principal Amount of Other Claims Voted</del>	<del>CUSIP of Other Claims Voted</del>
<del>1.</del>			<del>\$</del>	
<del>2.</del>			<del>\$</del>	
<del>3.</del>			<del>\$</del>	
<del>4.</del>			<del>\$</del>	

CUSIP indicated on ~~Exhibit A~~ hereto

5.			\$	
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**Item 5. Certifications.**

Upon execution of this Master Ballot, the undersigned certifies the following:

- ~~(a) it has received a copy of (or information regarding where to obtain) the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;~~
- ~~(b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;~~
- ~~(c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its or their vote or votes; (ii) the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and~~
- ~~(d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Debtors or the Court, if so requested or ordered.~~

CUSIP indicated on Exhibit A hereto

~~Name of Nominee and/or DTC~~

~~Participant:~~

~~(Print or Type)~~

~~Participant Number (if applicable):~~

~~Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):~~

~~Signature:~~

~~Name of Signatory:~~

~~Title: Address:~~

~~Telephone Number:~~

~~Email:~~

~~Date Completed:~~

**~~PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY TO THE VOTING AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:~~**

**~~Via first class mail, by overnight courier, or by hand delivery to:~~**

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “Voting Agent”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation **Processing Center** Solicitation, c/o **KCC** Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245

**OR**

**Via Email to: [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com); or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the**

**~~“EDGEMERE—Master Ballot”~~**  
**~~in the subject line~~**

***~~Please select only one method for the return of your Master Ballot.~~***

~~CUSIP indicated on Exhibit A hereto~~

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

GENERAL UNSECURED CLAIM BALLOT  
87096147.3

PAGE 2

~~If the Voting Agent does not actually receive this Master Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the votes will not be counted.~~

subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

~~**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**~~

~~**THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE ATTACHED MASTER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR MASTER BALLOT WILL BE COUNTED.**~~

~~1.——The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.~~

~~2.——The Plan can be confirmed by the Court and thereby made binding upon the Beneficial Holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.~~

~~3.——You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims listed on Exhibit A hereto and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by **January 23, 2023 at 4:00 p.m. (prevailing Central Time)** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.~~

~~4.——If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:~~

- ~~(a)——“Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial~~

~~Plan Class and CUSIP indicated on Exhibit A hereto~~

~~Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom “pre validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or~~

- ~~(b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. Nominees may also follow their customary procedures to distribute the Solicitation Package to the Beneficial Holder (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). In either such case, the Nominee will tabulate the votes of its respective owners on this Master Ballot, in accordance with the instructions set forth herein, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.~~

~~5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.~~

~~6. The Master Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

~~7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**~~

~~(a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~

~~(b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;~~

~~(c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;~~

~~(d) any unsigned Master Ballot;~~

~~CUSIP indicated on Exhibit A hereto~~

~~(e) — any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;~~

~~(f) — votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and~~

~~(g) — any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.~~

~~8. — The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Voting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.~~

~~9. — If multiple Master Ballots are received from the same Nominee with respect to the same Claim(s) voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.~~

~~10. — The Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~

~~**11. — Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.~~

~~12. — If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on Exhibit A of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.~~

~~13. — For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), the Debtors and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.~~

~~14. — The following additional rules shall apply to Master Ballots:~~

CUSIP indicated on Exhibit A hereto



- ~~1. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.~~
- ~~2. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;~~
- ~~3. To the extent that conflicting votes or “over votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;~~
- ~~4. To the extent that over votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over vote, but only to the extent of the Nominee’s position in the Claims; and~~
- ~~5. For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.~~

~~**Please return your Master Ballot promptly**~~

~~If you have any questions regarding this Master Ballot, these Master Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (877) 499-4509 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line.~~

~~**If the Voting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, the vote transmitted hereby will not be counted.**~~

CUSIP indicated on ~~Exhibit A~~ hereto



Exhibit A

~~Please check one CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):~~

<del>CLASS 4 - BOND DEFICIENCY CLAIMS</del>		
<del><input type="checkbox"/></del>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EJ2</del>
<del><input type="checkbox"/></del>	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EK9</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EL7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EM5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015A (TX)</del>	<del>CUSIP 87638R EN3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R ET0</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EU7</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EV5</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2015B (TX)</del>	<del>CUSIP 87638R EW3</del>
	<del>Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation Edgemere Project) Series 2017 (TX)</del>	<del>CUSIP 87638R HV2</del>



~~No person has been authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022.~~

~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

<del>In re:</del>	<del>Chapter 11</del>
<del>Northwest Senior Housing Corporation, et al.,<sup>1</sup></del>	<del>Case No. 22-30659 (MVL)</del>
	<del>(Jointly Administered)</del>

~~**BALLOT FOR VOTING TO ACCEPT OR REJECT THE  
JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS**~~

~~PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.~~

~~PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR(S) TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.~~

~~IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:~~

~~Kurtzman Carson Consultants LLC (the "Voting Agent") in its capacity as voting agent for and on behalf of the official committee of unsecured creditors (the "Committee") and Northwest Senior Housing Corporation and Senior Quality Lifestyles Corporation (collectively, the "Debtors") in the above-captioned bankruptcy cases (the "Chapter 11 Cases") and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the "Trustee") and in its capacity as a lender under the DIP Credit Agreement (the "DIP Lender," and together with the Trustee, the "Bondholder Plan Sponsors") (together, the "Plan~~

~~The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~Proponents~~) is soliciting votes with respect to the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, November 2, 2022 [Docket No. 750] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the ~~“Edgemere Plan”~~)<sup>2</sup> from the holders of certain Impaired Claims against the Debtors. On [DATE], 2022, the Court entered its order [Docket No. [•]] (the ~~“Disclosure Statement Order”~~) ~~approving the Disclosure Statement in Support of Joint Plan of Reorganization Proposed by the Committee and the Debtors that was filed on November 2, 2022 [Docket No. 751] (the “Edgemere Disclosure Statement”).~~

This ballot (the ~~“Ballot”~~) is being sent to you as a holder of a Class [•] Claim as of ~~November 28, 2022~~ (the ~~“Voting Record Date”~~). Accordingly, you have a right to vote to accept or reject the Plan.

The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan, and the Disclosure Statement Order are available on the case website at <http://www.kccllc.net/edgemere>. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Disclosure Statement Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (i) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (ii) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (iv) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. PLEASE NOTE THAT

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

~~Pursuant to the Edgemere Disclosure Statement and the Disclosure Statement Order, the Court has approved the Edgemere Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. Court approval of the Edgemere Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Edgemere Plan~~

[This General Unsecured Claims Ballot is to be used for voting of Claims held by holders of Class 4 General Unsecured Claims.](#)

**If your Ballot is not received by the Voting Agent on or before January 320, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

~~Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Edgemere Plan.~~

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-

Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

~~YOU SHOULD CAREFULLY~~

[The General Unsecured Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.](#)

[This General Unsecured Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 General Unsecured Claims.](#)

**[IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4](#)**

[As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:](#)

[Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.](#)

~~PLEASE READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH HEREIN AND IN ARTICLE I OF THE DISCLOSURE STATEMENT BEFORE COMPLETING AND RETURNING THIS BALLOT~~ [PLAN FOR MORE DETAILS.](#)

~~Your claim has been placed in Class \_\_ under the Plan.~~

*[Remainder of the page intentionally left blank.]*

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.**

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**



CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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Section 8.4 of the Plan - Exculpation.

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

**GENERAL UNSECURED CLAIM BALLOT**  
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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR

**MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED,  
DISCHARGED, OR**

**GENERAL UNSECURED CLAIM BALLOT**  
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ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.



**HOW TO VOTE**

- 1. Complete Item 1, Item 2, Item 3, and Item 4.
- 2. Review the certifications contained in Item 4.
- 3. **Sign and date the Ballot.**
- 4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 4 General Unsecured Claim Voted.** The ~~undersigned is a holder of~~ creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Class ~~4~~ General Unsecured Claim, ~~against the Debtors~~ in the ~~unpaid principal~~ following aggregate amount of: <sup>3</sup>

\$



**Item 2. Vote.** ~~The holder of the Claim set forth in Item 1 votes on Plan (please check~~

**only one box**):

ACCEPT (vote FOR) the Plan

REJECT (vote AGAINST) the Plan

~~Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.~~

~~The Plan contains the following provision(s):~~

~~*Section 1.128 Defines "Releasing Party"*~~

~~"Releasing Party" means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Releases by Holders of Claims" provided for in Section 8.3 of this Plan.~~

~~*Section 8.3 Releases by Holders of Claims*~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE~~

~~CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS  
SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN~~

~~AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

~~*Section 8.4 Exculpation*~~

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

~~*Section 8.5 Injunction*~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR~~

~~REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR  
THE CONFIRMATION~~

~~ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND~~



~~SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, THE SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~**PLEASE READ THE FOLLOWING:** If you do not wish to be a "Releasing Party" and grant the releases set forth above and in the Edgemere Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that the completed and signed Ballot is timely submitted to the Voting Agent before the Voting Deadline expires. **If you do not submit this completed and signed Ballot to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**~~

~~I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.~~

~~**ITEM 4. CERTIFICATION**~~

- Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;
- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that: ~~a.~~ no other Ballots ~~have been cast~~ with respect to the amount of the Claim identified in Item 1, ~~and that,~~ have been cast or with respect to the ~~extent~~

~~such~~ Plan, if any other Ballots have been cast; with respect to such Claim, then  
any such earlier received Ballots are hereby revoked;

- ~~b. it has been provided with a copy of the Edgemere Plan, the Edgemere Disclosure Statement, and Solicitation Procedures Order, and acknowledges that the vote set forth on this Ballot is subject to all terms and conditions set forth therein; and~~
- ~~e. it is the holder of the Claim set forth in Item 1, and has full power and authority to vote to accept or reject the Edgemere Plan.~~

~~The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.~~

3 For voting purposes only, subject to tabulation rules.

Name of ~~Claimant~~  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory:

~~(if different (If other than Claimant~~Creditor):

~~If authorized by Agent, Title of Agent~~

~~Street Address:~~

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address:  
~~(continued)~~

\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number:

~~Email Address:~~ \_\_\_\_\_

Date Completed: \_\_\_\_\_

~~This Ballot is not, and shall not constitute or be deemed to be, (a) a Proof of Claim or Interest or an assertion of a Claim or Interest; or (b) an admission by the Debtors of the nature, validity, or amount of any Claim and does not signify that your Claim has been or will be Allowed.~~

**~~Please return your Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided. If the Voting Agent does not *actually receive* your completed Ballot on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time), and if the Voting Deadline is not extended, your vote will not be counted.~~**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

- ~~1. The Debtors are soliciting the votes of holders of Class      Claims with respect to the Edgemere Plan attached as Exhibit 1 to the Edgemere Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Edgemere Plan or the Edgemere Disclosure Statement, as applicable, copies of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**~~
- ~~2. To ensure that your Ballot is counted, you **must either**: (a) complete and submit this hard copy Ballot or (b) vote through the E-Ballot Portal accessible through the Debtors' restructuring website at <http://www.kccllc.net/edgemere>. **Ballots will not be accepted by facsimile or electronic means (other than the E-Ballot Portal).**~~
- ~~3. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Edgemere Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.~~

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

- ~~4. **Use of E-Ballot Portal.** To ensure that your electronic Ballot is counted, please:~~

Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

- ~~5. Your Ballot **must** be returned to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is January 3, 2023 at 4:00 p.m., prevailing Central Time.**~~
- ~~6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
  - ~~(a) any Ballot that partially rejects and partially accepts the Edgemere Plan;~~
  - ~~(b) any Ballot that is not sent to the Voting Agent;~~
  - ~~(c) any Ballot sent by facsimile, email, or any electronic means other than via the E-Ballot Portal;~~~~

- ~~(d) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;~~
  - ~~(e) any Ballot submitted by a holder not entitled to vote on the Edgemere Plan;~~
  - ~~(f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);~~
  - ~~(g) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or~~
  - ~~(h) any Ballot not marked to accept or reject the Edgemere Plan or any Ballot marked both to accept and reject the Plan.~~
- ~~7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Class Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent *actually receives* the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.~~
- ~~8. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Edgemere Plan prior to the Voting Deadline, please contact the Voting Agent.~~
- ~~9. You must vote all of your Claim either to accept or reject the Edgemere Plan and may *not* split your vote. Further, if a holder has multiple Claims within a Voting Class, the Debtors may aggregate the Claims for the purpose of counting votes.~~
- ~~10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.~~
- ~~**11. Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.~~
- ~~12. If you hold Claims in more than one Class under the Edgemere Plan you may receive more than one ballot for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.~~

~~**PLEASE SUBMIT YOUR**~~  
~~**GENERAL UNSECURED CLAIM BALLOT PROMPTLY PAGE 11**~~

~~If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o~~

~~Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (e) emailing at [EdgemereInfo@kcccllc.com](mailto:EdgemereInfo@kcccllc.com) with a reference to “Edgemere” in the subject line.~~

~~**IF THE VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE JANUARY 3, 2023 AT 4:00 P.M., PREVAILING CENTRAL TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED) YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.**~~

[Trinitee G. Green \(SBN 24081320\)](#)

**Exhibit 2-B**  
**(Bondholders Plan**  
**Ballots)**

**HAYNES AND BOONE, LLP**

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Mintz, Levin, Cohn, Ferris, Glovsky, and

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**BENEFICIAL OWNER BALLOT AND RELEASE  
OPT OUT FORM FOR ACCEPTING OR REJECTING ~~PLAN SPONSORS'~~ CHAPTER 11  
PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**PAGE 1**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 869] (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, ~~or otherwise modified~~ from time to time, the “Plan Sponsors’ Plan”) [Docket No. 752]).<sup>2</sup> This ~~Beneficial Owner Ballot~~ ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2,

~~† The Debtors in these chapter 11 cases, along~~ Plan Sponsors Dated December 6, 2022 [Docket No. 870] (together with all the ~~last four digits of each Debtor’s federal tax identification number, are~~ Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~‡ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors’ Plan.~~

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~2022~~ (schedules and exhibits thereto, and each as amended, modified, ~~and or~~ supplemented from time to time, the “~~Plan Sponsors’ Disclosure Statement~~”) ~~[Docket No. 753]~~ describes the Plan ~~Sponsors’ Plan~~ and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’ Disclosure Statement~~ also contains a copy of the Plan ~~Sponsors’ Plan~~ as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan ~~Sponsors’ Plan~~ pursuant to ~~an order entered~~

~~[the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief [Docket No. •], 2022~~ (the “~~Solicitation Procedures Order~~”) ~~[Docket No. •]~~. The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’ Solicitation, Voting, and Balloting Procedures (Exhibit [ ] attached to the Solicitation Procedures Order as Exhibit 1.)~~

Please review the ~~Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, the Solicitation Procedures Order, the Plan Sponsors’ Solicitation, Voting, and Balloting Procedures, and this Beneficial Owner Ballot~~ carefully before you vote. You may wish to seek legal advice concerning the ~~Plan Sponsors’ Plan~~ and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this Beneficial Owner Ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’ Disclosure Statement~~ or the ~~Plan Sponsors’ Plan~~, please contact Kurtzman Carson Consultants LLC (“KCC” or the “Voting Agent”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-~~2669~~-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is to be used for voting of Claims held by the record or beneficial owners (the “Beneficial Owners”) of Class 2 Bond Claims and Class 4 General Unsecured Claims as of ~~November 28~~ December 15, 2022 (the “Voting Record Date”) with the CUSIP

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

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indicated by your broker, bank, dealer, or other agent (each, a “Nominee”) on Annex A attached hereto.

In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee). **The deadline for the receipt by the Voting Agent of pre-validated Beneficial Owner Ballots and Master Ballots cast on behalf of Beneficial Owners is no later than 4:00 p.m. (prevailing Central Time) on January 30, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors.**

**The Beneficial Owner Ballot should not be sent to the Plan Sponsors, ~~the Debtors~~, their financial or legal advisors, or the Bankruptcy Court.**

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the ~~Plan Sponsors’~~ Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~BOND CLAIM BENEFICIAL OWNER BALLOT~~

~~PAGE 2~~

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 2 AND CLASS 4**

As described in more detail in the ~~Plan Sponsors'~~ Disclosure Statement, if the Plan ~~Sponsors' Plan~~ is confirmed and the Effective Date occurs:

~~Upon the terms and subject to the conditions set forth in the Plan Sponsors' Plan, on~~ On the Effective Date, ~~in full and final satisfaction and discharge of and in exchange for each Allowed Bond Claim,~~ the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.

The Bond Deficiency Claim, which is a Class 4 General Unsecured Claim, shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.

**PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND ~~PLAN SPONSORS'~~ PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS'~~THE PLAN**

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan—Releases.~~Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims,” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES,~~REORGANIZED DEBTOR AND THE ~~RELEASED PARTIES~~ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~IT~~THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS'~~ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR

~~RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan—Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL~~

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT~~

AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE "DEBTOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section ~~8.58.3~~ of the Plan ~~Sponsors' Plan—Discharge~~ Releases by Holders of Claims.

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE~~

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

**Section 8.68.4 of the Plan ~~Sponsors' Plan~~-Injunction- Exculpation.**

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION~~

~~DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS~~

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

~~SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

*[Remainder of the page intentionally left blank.]*

DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE,

EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND **THEIR ASSETS AND PROPERTIES**, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY,

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT PAGE 8

**RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**



## INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the ~~Plan Sponsors'~~ Plan. The terms of the Plan ~~Sponsors' Plan~~ are described in the ~~Plan Sponsors'~~ Disclosure Statement, including all exhibits thereto. **PLEASE READ THE PLAN SPONSORS' PLAN AND THE PLAN SPONSORS' DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL OWNER BALLOT.**

In order for your Class 2 Bond Claim and Class 4 General Unsecured Claim vote to be counted, the Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee) in sufficient time for such Nominee to timely cast votes to accept or reject the ~~Plan Sponsors'~~ Plan on behalf of the beneficial holders on the Master Ballot by the Voting Deadline.

**Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (except as instructed by your Nominee).**

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you have a Claim in Class 2 Bond Claim and Class 4 General Unsecured Claim, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. Complete the information requested in Item 4;
- e. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 5. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- f. If you hold other Class 2 Bond Claims and Class 4 General Unsecured Claims or Claims in other Classes you may receive more than one Ballot. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive;

g. You must vote all your Claims under the ~~Plan Sponsors'~~ Plan either to accept or

reject the Plan ~~Sponsors' Plan~~; [\[CUSIP AS INDICATED](#)

[ON ATTACHED ANNEX A\]](#)

[BOND CLAIM BENEFICIAL OWNER BALLOT](#)

[PAGE 10](#)

- h. If more than one timely, properly completed Beneficial Owner Ballot is received, only the last, properly completed Beneficial Owner Ballot received will be counted, unless the holder of the Claim receives Bankruptcy Court approval otherwise;

~~{CUSIP AS INDICATED ON ATTACHED ANNEX A}~~

~~BOND CLAIM BENEFICIAL OWNER BALLOT~~ ~~PAGE 8~~

- i. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- j. Provide your name, mailing address, and any remaining information requested;
- k. Sign and date your Beneficial Owner Ballot; and
- l. Return your Beneficial Owner Ballot with an original signature using the enclosed pre-addressed return envelope (or otherwise in accordance with the instructions of your Nominee).
- m. No Beneficial Owner Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.

**IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE A COPY OF THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT OR ~~PLAN SPONSORS'~~ PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (866) 967-0269 (TOLL-FREE) OR +1 (310) ~~7512669~~[751-2669](tel:751-2669) (INTERNATIONAL), AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM OR BY E-MAILING [EDGEMEREINFO@KCCLLC.COM](mailto:EDGEMEREINFO@KCCLLC.COM) WITH A REFERENCE TO "EDGEMERE" IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE 911

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Class 2 Bond Claim and Class 4 General Unsecured Claim.** The undersigned hereby certifies that as of the ~~November 28~~December 15, 2022 Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class 2 Bond Claim and Class 4 General Unsecured Claim in the following principal amount (insert amount in box below). If you do not know the principal amount of Claim held, please contact your Nominee immediately.

Amount:         \$ _____
--------------------------

**Item 2. Vote on the Plan.** The beneficial owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 hereby votes to:

- Check one box:               Accept the ~~Plan Sponsors'~~ Plan
- Reject the ~~Plan Sponsors'~~ Plan

**Item 3. Certification as to Class 2 Bond Claims held in Additional Accounts.** By completing and returning this Beneficial Owner Ballot, the beneficial owner certifies that either (i) it has not submitted any other Beneficial Owner Ballots for other Class 2 Bond Claims held in other accounts or other record names with respect to the ~~Plan Sponsors'~~ Plan or (ii) it has provided the information specified in the following table for all other Class 2 Bond Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan ~~Sponsors' Plan~~ (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS 2 BOND CLAIMS AND CLASS 4 GENERAL UNSECURED CLAIMS BENEFICIAL OWNER BALLOTS OTHER THAN THIS BENEFICIAL OWNER BALLOT WITH RESPECT TO THE ~~PLAN SPONSORS'~~ PLAN.

Name of Record Holder or Nominee (if applicable)	Account Number with Other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted	CUSIP of Other Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted

--	--	--	--

**Item 4. Opt Out of Releases.**

Check the box below if you elect not to grant the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan. Election to withhold consent is at your option. If you abstain from submitting a ~~Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan Sponsors' Plan to the fullest extent permitted by applicable law.~~ The undersigned elects to:

~~OPT OUT~~ of the releases contained in Section 8.3 of the Plan Sponsors' Plan.

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the Plan.

**Item 5. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 certifies that a copy of the ~~Plan Sponsors'~~ Disclosure Statement and the Plan ~~Sponsors' Plan~~ has been received and reviewed by the undersigned.

Print or Type Name of Claimant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory (if different than claimant): \_\_\_\_\_

If by Authorized Agent, Title of Agent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date Completed:

**PLEASE RETURN YOUR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS YOU RECEIVED WITH YOUR SOLICITATION PACKAGE.**

**IN ORDER TO COUNT, YOUR BALLOT OR A MASTER BALLOT CONTAINING YOUR VOTE MUST BE RECEIVED NO LATER THAN JANUARY 320, 2023 BY THE 4:00 P.M. (PREVAILING CENTRAL TIME) VOTING DEADLINE**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

PAGE ~~11~~13

**ANNEX A**

*Please check ONE box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains. Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains, or otherwise provided that information to you on a label or schedule attached to this Beneficial Owner Ballot.*

<b>Class 2 Bond Claims; Class 4 General Unsecured Claims <u>(Bond Deficiency Claim)</u></b>	
<input type="checkbox"/>	<b>87638REJ2</b>
<input type="checkbox"/>	<b>87638REK9</b>
<input type="checkbox"/>	<b>87638REL7</b>
<input type="checkbox"/>	<b>87638REM5</b>
<input type="checkbox"/>	<b>87638REN3</b>
<input checked="" type="checkbox"/>	<b>87638RES2</b>
<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REW3</b>
<input type="checkbox"/>	<b>87638RHV2</b>



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[and Debtors in Possession](#)

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~~State Bar No.~~ [\(SBN 24116265\)](#)  
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Eric Blythe (Admitted *Pro Hac Vice*)  
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krwalsh@mintz.com

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**MASTER BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING ~~PLAN SPONSORS'~~ CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**BOND CLAIMS MASTER BALLOT**

**PAGE 1**

**VOTING DEADLINE**

**IN ORDER TO COUNT, THIS MASTER BALLOT MUST BE RECEIVED BY THE VOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 30, 2023 (~~THE “VOTING DEADLINE”~~)**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~ December 6, 2022 ([Docket No. 869] (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, ~~or otherwise~~

~~† The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

modified from time to time, the “~~Plan Sponsors’ Plan~~” ~~[Docket No. 752]~~).<sup>2</sup> The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2/December 6, 2022 (~~[Docket No. 870]~~ together with all the schedules and exhibits thereto, and each as amended, modified, and or supplemented from time to time, the “~~Plan Sponsors’ Disclosure Statement~~” ~~[Docket No. 753]~~) describes the Plan ~~Sponsors’ Plan~~ and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’~~ Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan ~~Sponsors’ Plan~~ pursuant to ~~an order entered~~ ~~[ ]~~, 2022 the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief [Docket No. •] (the “**Solicitation Procedures Order**”) ~~[Docket No. ]~~. The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’~~ Solicitation, ~~Voting, and Balloting~~ Procedures (~~Exhibit [ ] attached~~ to the Solicitation Procedures Order as Exhibit 1.)

Please review the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, the Solicitation Procedures Order, the ~~Plan Sponsors’~~ Solicitation, Voting, and Balloting Procedures, and this Master Ballot carefully before you submit this Master Ballot.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’~~ Disclosure Statement or the ~~Plan Sponsors’~~ Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “**Voting Agent**”) (a) by calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Master Ballot is to be used by you as Nominee, or as the proxy holder of a Nominee for the beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Unsecured Claims, to transmit to the Voting Agent the votes of such Beneficial Owners in respect of their Class 2 Bond Claims and Class 4 General Unsecured Claims to accept or reject the ~~Plan Sponsors'~~ Plan.

In order for the votes of such Beneficial Owners to be counted, this Master Ballot must be properly completed, signed, and returned. **The deadline for the receipt by the Voting Agent of Master Ballots is no later than 4:00 p.m. (prevailing Central Time) on January 3~~20~~20, 2023 (the "Voting Deadline"), unless such time is extended.**

**The Master Ballot should not be sent to the Plan Sponsors, ~~the Debtors,~~ their financial or legal advisors, or the Bankruptcy Court.**

This Master Ballot is solely for purposes of voting to accept or reject the ~~Plan Sponsors'~~ Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

~~<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors' Plan.~~

~~BOND CLAIMS MASTER BALLOT~~

~~PAGE 2~~

**IMPORTANT NOTICE REGARDING TREATMENT FOR  
CLASS 2 AND CLASS 4**

As described in more detail in the ~~Plan Sponsors'~~ Disclosure Statement, if the Plan ~~Sponsors' Plan~~ is confirmed and the Effective Date occurs:

~~Upon the terms and subject to the conditions set forth in the Plan Sponsors' Plan, on~~ On the Effective Date, ~~in full and final satisfaction and discharge of and in exchange for each Allowed Bond Claim,~~ the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.

The Bond Deficiency Claim shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.

**PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND ~~PLAN SPONSORS'~~ PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan—Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES, REORGANIZED DEBTOR AND THE RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~IT~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS'~~ ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS,

~~THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"THE "DEBTOR RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan - Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE~~

~~WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.~~

**Section 8.58.3 of the Plan Sponsors’ Plan – Discharge – Releases by Holders of Claims.**

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE,~~

~~OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER~~

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

~~SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

~~Section 8.68.4 of the Plan Sponsors' Plan—Injunction—Exculpation.~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR~~

POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS ~~AFFORDED IN THIS PLAN,~~ AND ~~THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN~~ THAT ARE PROVIDED IN THIS PLAN SHALL BE IN ~~EXCHANGE FOR FULL AND IN COMPLETE~~ FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND ~~INTERESTS~~ CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, ~~AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).~~ WHETHER KNOWN OR

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN~~

~~OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

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Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,

**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

BOND CLAIMS MASTER BALLOT

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PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

BOND CLAIMS MASTER BALLOT

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## INSTRUCTIONS FOR COMPLETING THE BALLOT

### VOTING DEADLINE AND MASTER BALLOT SUBMISSION

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than 4:00 p.m. (prevailing Central Time) on January 3~~20~~, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

If by standard or overnight mail or hand delivery:	If by email:
Northwest Senior Housing Corporation Solicitation c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<a href="mailto:EdgemereBallots@kccllc.com">EdgemereBallots@kccllc.com</a> with a reference to “Edgemere Plan <del>Sponsor</del> -Master Ballot” in the subject line

Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (other than by e-mail to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com) with a reference to “Edgemere Plan ~~Sponsor~~ Master Ballot” in the subject line).

The Master Ballot should not be sent to the Plan Sponsors, ~~the Debtors~~, their financial or legal advisors, or the Bankruptcy Court.

### HOW TO VOTE:

If you are both the record owner and the Beneficial Owner of any principal amount of the Class 2 Bond Claims and Class 4 General Unsecured Claims and you wish to vote on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any Beneficial Owners of Class 2 Bond Claims other than yourself, you may either:

- a. “Pre-validate” the individual Beneficial Owner Ballot contained in the solicitation package and then forward the “~~Plan Sponsors’~~ Solicitation Package,” including the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, and all other exhibits thereto, a Confirmation Hearing Notice, a copy of the Solicitation Procedures Order, without attachments, other than Exhibit 1, and a Beneficial Owner Ballot to Beneficial Owners holding Class 2 Bond Claims for voting within three (3) business days after your receipt of the solicitation materials, along with clear instructions stating that Beneficial Owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The Beneficial Owner should then return the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials.

**BOND CLAIMS MASTER BALLOT**

You “pre-validate” a Beneficial Owner Ballot by indicating thereon the name, address, and DTC participant number of the record holder of the Class 2 Bond Claims, the amount of the Class 2 Bond Claims held by the Beneficial Owner as of the Voting Record Date,

~~BOND CLAIMS MASTER BALLOT~~

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the appropriate account numbers through which the Beneficial Owner's holdings are derived, and the applicable CUSIP number, and executing the Beneficial Owner Ballot. The Beneficial Owner should complete and return the pre-validated Beneficial Owner Ballot directly to the Voting Agent;

OR

- b. Within three (3) business days after the receipt of the solicitation materials, forward the solicitation materials to the Beneficial Owner of the Class 2 Bond Claims for voting along with a return envelope provided by and addressed to you, as the Nominee. The Beneficial Owner should return the individual Beneficial Owner Ballot to you. In such case, you will tabulate the votes of the respective Beneficial Owners on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. You should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to you by a date calculated by you to allow you to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.
- c. In addition, you are authorized to collect votes to accept or to reject the ~~Plan Sponsors'~~ Plan from Beneficial Owners in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

**WITH RESPECT TO ALL BENEFICIAL OWNER BALLOTS RETURNED TO YOU, YOU MUST PROPERLY COMPLETE THE MASTER BALLOT, AS FOLLOWS:**

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the Class 2 Bond Claims and Class 4 General Unsecured Claims. To identify such Beneficial Owners without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS CLASS 2 BOND CLAIMS EITHER TO ACCEPT OR REJECT THE ~~PLAN SPONSORS'~~ PLAN AND MAY NOT SPLIT SUCH VOTE.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the ~~Plan-Sponsors' Plan~~, or indicates both an

acceptance and rejection of the ~~Plan Sponsors'~~ Plan, by order of the Bankruptcy Court, will not be counted;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each Beneficial Owner in Item 3 of each completed Beneficial Owner Ballot relating to other Class 2 Bond Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested;

~~BOND CLAIMS MASTER BALLOT~~

~~PAGE 9~~

- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, you must retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline and produce the same upon the written request of the Plan Sponsors, the Debtors, the Reorganized Debtors, or their respective counsel. You must also retain a list of the Beneficial Owners to whom pre-validated Ballots were delivered for inspection for at least one year from the Voting Deadline.
- i. The Master Ballot is *not* a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time, Beneficial Owners should not surrender certificates representing their securities. Neither the Plan Sponsors, the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.
- j. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.
- k. No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the ~~Plan Sponsors'~~ Plan. Upon written request, however, the Plan Sponsors will reimburse you for reasonable, actual, and necessary out-of-pocket expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to the Beneficial Owners of Class 2 Bond Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Owner Ballots.
- l. In the event that (i) the Plan Sponsors revoke or withdraw the ~~Plan Sponsors'~~ Plan or (ii) the Confirmation Order is not entered or consummation of the ~~Plan Sponsors' Plan~~ does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn

without any requirement of affirmative action by or notice to you.

m.-m. The following Ballots will not be counted in determining the acceptance or rejection of the Plan ~~Sponsors' Plan~~: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot that does not hold a Claim in a Class entitled to vote on the ~~Plan Sponsors' Plan~~, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature; and (v) any Ballot transmitted to the Voting Agent by facsimile, or electronic transmission, or other electronic means (other than Master Ballots which are entitled to vote via electronic mail). An otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan ~~Sponsors' Plan~~ or indicating both acceptance and rejection of the Plan ~~Sponsors' Plan~~ will not be counted.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PLAN SPONSORS, ~~THE DEBTORS~~, OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY**

**DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE PLAN SPONSORS, THE DEBTORS, OR THE VOTING AGENT WITH RESPECT TO THE ~~PLAN SPONSORS'~~ PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

*[Remainder of the page intentionally left blank.]*

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of ~~November 28~~December 15, 2022 (the "Voting Record Date"), the undersigned (please check appropriate box):

- ~~U~~ Is a broker, bank, or other agent or nominee for the Beneficial Owners of the aggregate principal amount of the Class 2 Bond Claims listed in Item 2 below, and is the record holder of such securities; or
- ~~U~~ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other agent or nominee, or a Beneficial Owner that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below; or
- ~~U~~ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other agent or nominee, or a Beneficial Owner, that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below;

and accordingly, has full power and authority to vote to accept or reject the ~~Plan Sponsors' Plan~~ on behalf of the Class 2 Bond Claims held by the Beneficial Owners of the Class 2 Bond Claims described in Item 2.

**Item 2. Vote.** The undersigned transmits the following votes of Beneficial Owners in respect of the Class 2 Bond Claims and certifies that the following Class 2 Bond Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Owners of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Owner must vote all of its Class 2 Bond Claims to accept or to reject the ~~Plan Sponsors' Plan~~ and may not split such vote or vote to both accept and reject the ~~Plan Sponsors' Plan~~.

**ONLY ONE MASTER BALLOT SHOULD BE USED PER CUSIP. PLEASE CHECK THE APPLICABLE BOX BELOW TO INDICATE WHICH CUSIP IS VOTED WITH THIS MASTER BALLOT:**

Class 2 Bond Claims			
<input type="checkbox"/> <del>U</del>	87638REJ2	<input type="checkbox"/> <del>U</del>	87638RET0
<input type="checkbox"/> <del>U</del>	87638REK9	<input type="checkbox"/> <del>U</del>	87638REU7
<input type="checkbox"/> <del>U</del>	87638REL7	<input type="checkbox"/> <del>U</del>	87638REV5
<input type="checkbox"/> <del>U</del>	87638REM5	<input type="checkbox"/> <del>U</del>	87638REW3

U	87638REN3	U	87638RHV2
U	87638RES2		

BOND CLAIMS MASTER BALLOT

PAGE ~~121~~14

<a href="#"><u>☐</u></a>	<a href="#"><u>87638REN3</u></a>	<a href="#"><u>☐</u></a>	<a href="#"><u>87638RHV2</u></a>
--------------------------	----------------------------------	--------------------------	----------------------------------

Your Customer Account Number for Each Beneficial Owner of Class 2 Bond Claims Voted	Principal Amount of Class 2 Bond Claims Held by Beneficial Owner as of Voting Record Date	Item 2		Item 4
		Indicate the vote cast on the Beneficial Owner Ballot by checking the appropriate box below.		Releases - Please check the box below if the Beneficial Owner checked the box in Item 4.
		Accept the Plan <del>Plan Sponsors'</del> Plan	or Reject the Plan <del>Plan Sponsors'</del> Plan	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>
<b>TOTALS</b>	\$			

To vote on the ~~Plan Sponsors'~~ Plan, the Beneficial Owner must have checked a box in Item 2 to ACCEPT or REJECT the ~~Plan Sponsors'~~ Plan on its individual Beneficial Owner Ballot. If the Beneficial Owner did not check a box in Item 2 on its individual Beneficial Owner Ballot, by order of the Bankruptcy Court its vote will not be counted.

**Item 3. Certification as to Transcription of Information from Item 3 as to Class 2 Bond Claims and Class 4 General Unsecured Claims Voted Through Other Beneficial Owner Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 3 of each Beneficial Owner's original Beneficial Owner Ballot, identifying any Class 2 Bond Claims and Class 4 General Unsecured Claims for which such Beneficial Owners have submitted other Beneficial Owner Ballots to other than the undersigned (use additional sheets of paper if necessary):

Your Customer Account Number for Each Beneficial Owner of Class 2 Bonds Claims and Class 4 General Unsecured Claims Who Completed Item 3 of the Beneficial Owner Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOTS:			
	Name of Record Holder or Other Nominee (if applicable)	Account Number with other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims and Class 4 General Unsecured Claims Voted	CUSIP of Other Class 2 Bond Claims Voted
1.				
2.				
3.				

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- a. each Beneficial Owner of Class 2 Bond Claims and Class 4 General Unsecured Claims listed in Item 2 above has been provided with a ~~Plan Sponsors'~~ Solicitation Package with a Beneficial Owner Ballot (or other customary communication used to solicit or collect votes in lieu of a Beneficial Owner Ballot) to Beneficial Owner holding Class 2 Bond Claims through the undersigned with a return envelope;
- b. the undersigned is the record holder of the securities being voted or agent thereof;
- c. the undersigned has been authorized by each such Beneficial Owner to vote on the ~~Plan Sponsors'~~ Plan and to make applicable elections;
- d. the undersigned has properly disclosed: (i) the number of Beneficial Owners voting Class 2 Bond Claims and Class 4 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 2 Bond Claims and Class 4 General Unsecured Claims owned by each such Beneficial Owner; (iii) each such Beneficial Owner's respective vote concerning the ~~Plan Sponsors'~~ Plan; and (iv) the customer account or other identification number for each such Beneficial Owners;
- e. the undersigned will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one (1) year after the Voting Deadline, and disclose all such information to the Bankruptcy Court, the Plan Sponsors or the Debtors, as the case may be, if so ordered; and
- f. The undersigned further acknowledges that the Plan Sponsors' solicitation of votes is subject to all terms and conditions set forth in the ~~Plan Sponsors'~~ Disclosure Statement, the Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan ~~Sponsors' Plan~~ contained therein.

| Print or Type Name of Nominee:

DTC Participant Number:

| Name of Proxy Holder or Agent (if applicable):

Signature:

Name of Signatory (if different than Nominee): \_\_\_\_\_

Title:

Street Address:

City, State, Zip Code:

Telephone Number:

E-mail Address:

Date Completed:

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**HAYNES AND BOONE,**  
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Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et*  
  
*al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)  
**Re: Docket No. 752**

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN ~~SPONSORS' CHAPTER 11~~  
PLAN**

~~General Unsecured Claims (Class 4)~~

[Former Resident Claims \(Class 5\) and Current Resident Claims \(Class 6\)](#)

<sup>1</sup> The Debtors in the Chapter 11 Cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING  
CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR  
BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT;  
BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

~~*1. The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.*~~

~~**GENERAL UNSECURED CLAIMS BALLOT**~~

~~**PAGE 1**~~

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “Trustee”) and (ii) lender under the DIP Credit Agreement (the “DIP Lender”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“Edgemere” and collectively with the Trustee and DIP Lender, the “Plan Sponsors”) are soliciting votes on the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 869] (together with all the schedules and exhibits thereto, and each as ~~may be~~ amended, modified or supplemented, ~~or otherwise modified~~ from time to time, the “~~Plan Sponsors’ Plan~~”) ~~[Docket No. 752].<sup>2</sup> This ballot~~).<sup>2</sup> This ballot (the “Resident Claims Ballot”) is for holders of Class ~~4 General Unsecured~~ 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying First Amended Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 ([Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified, ~~and or~~ supplemented, ~~the “Plan Sponsors’~~ from time to time, the “Disclosure Statement”) ~~[Docket No. 753]~~ describes the Plan Sponsors’ Plan and contains information to assist you in deciding how to vote. The ~~Plan Sponsors’~~ Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the ~~Plan Sponsors’ Plan pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and~~ ~~(I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief~~ (the “[Docket No. •] (the “Solicitation Procedures Order”) ~~[Docket No. —]~~). The Plan Sponsors are soliciting votes in accordance with the ~~Plan Sponsors’ Solicitation, Voting, and Balloting~~ Procedures (~~Exhibit 1~~ attached to the Solicitation Procedures Order as Exhibit 1.)

Please review the ~~Plan Sponsors’~~ Disclosure Statement, the ~~Plan Sponsors’~~ Plan, the Solicitation Procedures Order, the ~~Plan Sponsors’ Solicitation, Voting, and Balloting~~ Procedures, and this Ballot carefully before you vote. You may wish to seek legal advice concerning the ~~Plan Sponsors’~~ Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the ~~Plan Sponsors’~~ Disclosure Statement or the ~~Plan Sponsors’~~ Plan, please contact Kurtzman Carson Consultants LLC (“KCC” or the “Voting Agent”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing EdgemereInfo@kccllc.com with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This ~~General Unsecured~~ Resident Claims Ballot is to be used for voting of Claims held by holders of Class ~~4 General Unsecured~~ 5 Former Resident Claims and Class 6 Current Resident Claims.

**If your Ballot is not received by the Voting Agent on or before January 3~~20~~, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the ~~Plan Sponsors’~~ Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

~~2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan Sponsors’ Plan.~~

~~GENERAL UNSECURED CLAIMS BALLOT~~ \_\_\_\_\_ ~~PAGE 2~~

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

The ~~General Unsecured~~ Resident Claims Ballot should not be sent to ~~the Plan Sponsors,~~ the ~~Debtors~~ Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.

This ~~General Unsecured~~ Resident Claims Ballot is solely for purposes of voting to accept or reject the Plan ~~Sponsors' Plan~~ and not for the purpose of allowance or disallowance of or distribution on account of Class ~~4 General Unsecured~~ 5 Resident Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 4 AND CLASS 6**

**As described in more detail in the Disclosure Statement, if the Plan ~~Sponsors'~~ is confirmed and the Effective Date occurs:**

**Class 5 Former Resident Claims will be treated as follows:**

The Residency Agreements of Former Residents shall be rejected, and the holders of Allowed Class 5 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim. Former Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Former Residents) shall receive Cash from the Residents Trust within sixty (60) days of the Effective Date, or as soon as practicable thereafter, in an amount equal to their Refund Claim.

**Class 6 Current Resident Claims will be treated as follows:**

The Residency Agreements of Current Residents shall be rejected, and the holders of Allowed Class 6 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim. Current Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Current Residents) shall receive payment of their Refund Claim from the Residents Trust within sixty (60) days of the Refund Trigger Date.

**As described in more detail in the Disclosure Statement, if ~~the Plan Sponsors'~~ you choose to opt-out of the Lifespace Release, your claim will be treated as a Class 4 General Unsecured Claim, and, if the Plan is confirmed and the Effective Date occurs,**

**Class 4 General Unsecured Claims will be treated as follows:**

**Upon the terms and subject to the conditions set forth in the ~~Plan Sponsors'~~ Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**



PLEASE READ THE ~~PLAN SPONSORS'~~ DISCLOSURE STATEMENT AND  
PLAN ~~SPONSORS' PLAN~~ FOR MORE DETAILS.

RESIDENT CLAIMS BALLOT

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NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION ~~8.38~~ OF THE ~~PLAN SPONSORS'~~ PLAN, AND REPRODUCED BELOW:

Section ~~8.31.136~~ of the Plan ~~Sponsors' Plan – Releases~~. Defines “Releasing Party”

~~1.~~

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims.” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS

~~OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE ESTATES, AND~~ OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE

EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, ~~THE DEBTORS' OR THEIR RESPECTIVE ASSETS, OPERATIONS, THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES,~~ THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, ~~OR~~ THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE "DEBTOR RELEASED CLAIMS"); OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR

RESIDENT CLAIMS BALLOT

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RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, ~~NO CLAIMS SHALL BE~~ THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED ~~AGAINST~~ CLAIM(S) FOR THE ~~NON~~-BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PARTIES.

~~“RELEASED PARTIES” MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN. PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.~~

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER

ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

RESIDENT CLAIMS BALLOT

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**Section 8.4 of the ~~Plan Sponsors'~~ Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO**

~~GENERAL UNSECURED CLAIMS BALLOT~~

~~PAGE 5~~

HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the ~~Plan Sponsors'~~ Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND

**RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES**

~~GENERAL UNSECURED CLAIMS BALLOT~~

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**SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the ~~Plan Sponsors'~~ Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

~~**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**~~

*[Remainder of the page intentionally left blank.]*

**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
3. **Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class ~~4 General Unsecured~~ 5 or Class 6 Resident Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a ~~Class 4 General Unsecured~~ Claim against the ~~Debtors~~ following class (check only one box) in the following aggregate amount: <sup>3</sup>

Class 5 Former Resident Claim


Class 6 Current Resident Claim

\$

**Item 2. Vote on ~~Plan~~**

**~~Sponsors' Plan~~ (check only one box).** ACCEPT (vote FOR) the ~~Plan~~ ~~Sponsors' Plan~~.


REJECT (vote AGAINST) the ~~Plan~~ ~~Sponsors' Plan~~.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the ~~Sponsors' Plan~~ or is marked both to accept and reject the ~~Plan~~ ~~Sponsors' Plan~~ will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect to opt out of the Lifespace Settlement and elect not to grant the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~. If you opt out, your claim will be treated as a Class 4 Claim. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~ to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the Lifespace Settlement and the releases contained in Section 8.3 of the ~~Plan~~ ~~Sponsors' Plan~~.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

~~a.~~a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;

3 For voting purposes only, subject to tabulation rules.

**RESIDENT CLAIM BALLOT**

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- b. that the undersigned has received a copy of the ~~Plan Sponsors'~~ Disclosure Statement and the Plan ~~Sponsors' Plan~~; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the ~~Plan Sponsors'~~ Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

~~3 For voting purposes only, subject to tabulation rules.~~

~~GENERAL UNSECURED CLAIM BALLOT~~

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Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**If by E-Ballot Portal:**

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Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

~~GENERAL UNSECURED~~

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**Exhibit 3**

**(Disclosure Statement Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to Plan Sponsors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF  
(I) DISCLOSURE STATEMENT IN SUPPORT OF JOINT PLAN  
OF REORGANIZATION PROPOSED BY THE COMMITTEE AND THE  
DEBTORS AND RELATED SOLICITATION MATERIALS AND NOTICES,  
(II) DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION  
PROPOSED BY TRUSTEE AND DIP LENDER AND RELATED SOLICITATION  
MATERIALS AND NOTICES, AND (III) BIDDING PROCEDURES, STALKING**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**HORSE ASSET PURCHASE AGREEMENT AND RELATED NOTICES IN CONNECTION WITH THE PLAN PROPOSED BY TRUSTEE AND DIP LENDER**

**PLEASE TAKE NOTICE THAT** Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) and the official committee of unsecured creditors (the “**Committee**”) in the above-captioned chapter 11 cases have filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Committee and Debtor Plan**”)<sup>2</sup> and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Committee and Debtor Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE THAT** UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Plan Sponsors**”) have filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan Sponsors’ Plan**”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Plan Sponsors’ Disclosure Statement**”); (iii) the *Motion of the Trustee and DIP Lender for Entry of an Order Approving Disclosure Statement and Granting Related Relief*, dated November 2, 2022 [Docket No. 754] (the “**Plan Sponsors’ Disclosure Statement Motion**”) and (iv) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief*, dated November 2, 2022 [Docket No. 755] (the “**Bidding Procedures Motion**”).

**Each of the Debtors and the Committee on the one hand and the Plan Sponsors on the other have proposed their own plan of reorganization. As explained in the respective disclosure statements, Section 8 of each plan contains releases and related injunction and exculpation provisions, which will become effective if the applicable Plan is confirmed. You should carefully review each plan and the applicable releases, exculpation, injunction, and related provisions. If you do not agree to such provisions, you MUST take action to opt-out by filling out and timely submitting an “OPT-OUT FORM” for each plan that will be provided to all parties prior to the hearing to consider approval and confirmation of the Committee and Debtor Plan and the Plan Sponsors’ Plan which hearing is scheduled to be conducted on January 10, 2023 at 9:30 a.m. (prevailing Central Time).**

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective Disclosure Statement or the Plan, as applicable, or as the context otherwise requires.

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**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before Judge Michelle V. Larson **November 30, 2022, at 1:30 p.m. (prevailing Central Time)**, to consider entry of an order, determining, among other things, that the Committee and Debtor Disclosure Statement and the Plan Sponsors’ Disclosure Statement each contain “adequate information” within the meaning ascribed to such term in Bankruptcy Code section 1125 and approving the Committee and Debtor Disclosure Statement and Plan Sponsors’ Disclosure Statement. Please be advised that the Disclosure Statement Hearing may be adjourned or continued from time to time by the Bankruptcy Court, the Debtors and the Committee or the Plan Sponsors without further notice other than as indicated in any notice or agenda of matters scheduled that is filed with the Bankruptcy Court or by being announced in open court. If the Disclosure Statement Hearing is continued with respect to either the Committee and Debtor Disclosure Statement or the Plan Sponsors’ Disclosure Statement, the applicable plan proponent will cause to be posted the new date and time of the Disclosure Statement Hearing at <https://kcellc.net/edgemere>. Each disclosure statement and plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

2. The Plan Sponsors’ Plan contemplates the sale of the Debtors’ assets subject to a marketing and sale process. Accordingly, at the Disclosure Statement Hearing, the Plan Sponsors will present their Bidding Procedures Motion, pursuant to which the Plan Sponsors will request Court approval for the sale process described therein.

3. You may participate in this hearing in-person or via Webex. (by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. ~~**For WebEx Telephonic Only Participation/Attendance: Dial-**~~ **For WebEx Telephonic Only Participation/Attendance: Dial-** In: 1.650.479.3207, Access code: 160 135 6015. A copy of the WebEx Hearing Instructions are attached hereto as Exhibit A.

4. Any party in interest wishing to obtain a copy of the (i) Committee and Debtor Disclosure Statement and Committee and Debtor Plan; (ii) Plan Sponsors’ Disclosure Statement and Plan Sponsors’ Plan; (iii) the Plan Sponsors’ Disclosure Statement Motion and/or (iv) the Plan Sponsors’ Bidding Procedures Motion (collectively, the “**Documents**”) should contact Kurtzman Carson Consultants LLC, (“**KCC**” or the “**Voting Agent**”), by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing ~~at~~ at [EdgemereInfo@kcellc.com](mailto:EdgemereInfo@kcellc.com) with a reference to “Edgemere” in the subject line. Interested parties may also review these Documents free of charge at <http://www.kcellc.net/edgemere>.

5. In addition, the Documents are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: <http://www.txnb.uscourts.gov>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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6. As required by the Bankruptcy Court's Order (I) Shortening Notice Periods with Respect to Disclosure Statements and Scheduled Disclosure Statement Hearing; (II) Establishing Objection Deadline; and (III) Granting Related Relief entered on November 2, 2022 [Docket No. 749], objections, if any, to approval of the (i) Committee and Debtor Disclosure Statement; (ii) Plan Sponsors' Disclosure Statement; and/or (iii) the Bidding Procedures must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the respective plan proponents, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court, and served so that they are **actually received** by the following parties no later than **November 28, 2022 at 11:59 p.m. (prevailing Central Time)**: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for Plan Sponsors, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order.

**7. IF AN OBJECTION TO THE DISCLOSURE STATEMENT(S) OR THE BIDDING PROCEDURE MOTION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE COMMITTEE AND DEBTOR DISCLOSURE STATEMENT AND THE PLAN SPONSORS' DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND THE BIDDING PROCEDURES MOTION AND MAY NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

**0. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON EITHER LAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE RESPECTIVE DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE BANKRUPTCY COURT.**

[Signatures on Following Page]

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Dated: November 2, 2022  
Dallas, Texas

**HAYES AND BOONE, LLP**

/s/ J. Frasher Murphy  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
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– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

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Eric Blythe (Admitted *Pro Hac Vice*)  
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*Counsel to Plan Sponsors*

**POLSINELLI PC**

~~/s/ Trinitee G. Green~~  
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Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

~~– and –~~

~~Jeremy R. Johnson (Admitted *Pro Hac*~~  
~~*Hac* Vice)~~  
~~600 3rd Avenue, 42nd Floor~~  
~~New York, New York 10016~~  
~~Telephone: (212) 684-0199~~  
~~Facsimile: (212) 684-0197~~  
~~[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)~~

~~*Counsel to the Debtors and Debtors in*~~  
~~*Possession*~~

**Exhibit 4-~~A~~B**

| (Non-~~Voting~~voting Status Notice — ~~Edgemere Plan~~Unimpaired Claims)

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COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

FOR THE NORTHERN DISTRICT OF  
TEXAS  
DALLAS DIVISION

IN THE UNITED STATES  
BANKRUPTCY COURT

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF (I) NON-VOTING STATUS  
WITH RESPECT TO  
THE JOINT PLAN OF  
REORGANIZATION  
PROPOSED BY THE COMMITTEE  
AND THE DEBTORS**

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE TAKE NOTICE  
THAT:**

On April 14, 2022 (the "**Petition Date**"), the debtors and debtors in possession (each a "**Debtor**" and collectively, the "**Debtors**") in the above-captioned cases (the "**Chapter 11 Cases**") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Niek Harshfield in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the "**First Day Declaration**").

[87265405.2](#)

**THE EDGEMERE PLAN AND  
EDGEMERE DISCLOSURE  
STATEMENT**

~~with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).~~

### ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~The Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to~~

### ~~APPROVAL OF EDGEMERE DISCLOSURE STATEMENT~~

~~On [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [\*]] (the “Disclosure Statement Order”) approving the Edgemere Disclosure Statement.~~

### ~~PLAN CONFIRMATION HEARING~~

~~On January 10, 2023 at 9:30 a.m., prevailing Central Time, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance: Link: <https://us-courts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the~~



~~the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccelle.com](mailto:EdgemereInfo@kccelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.kccelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

~~Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Kaitlin Walsh, and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order by no later than **January 3, 2023 at 4:00 p.m., Prevailing Central Time.**~~

**SECTION 8 OF THE EDGEEMERE PLAN  
CONTAINS RELEASE, EXCULPATION,  
AND  
INJUNCTION PROVISIONS THAT WILL  
BECOME EFFECTIVE IF THE**

### **PROPOSED TREATMENT OF CLAIMS AND INTERESTS**

~~The Edgemere Plan provides for nine (9) Classes of Claims and Interests. Under the Edgemere Plan, Claims and Interests in Class 4—Bond Deficiency Claims, Class 5—Former Resident Claims, Class 6—Current Resident Claims, and Class 8—General Unsecured Claims are Impaired by the Edgemere Plan, and entitled to vote to accept or reject the Edgemere Plan. Claims in Class 1—Other Priority Claims, Class 2—Secured Bond Claims, Class 3—Other Secured Claims, and Class 9—Interests in Debtors (together, the “**Unimpaired Classes**”) are unimpaired by the Edgemere Plan, and such holders are conclusively presumed to have accepted the Edgemere Plan pursuant to Bankruptcy Code section 1126(f) and are, therefore, not entitled to vote. Holders of Claims in Class 7—Intercompany Claims [are affiliated with the Debtors and are, thus, not entitled to vote on the Edgemere Plan.](#) Class 7—Intercompany Claims, together with the Unimpaired Classes,~~

~~EDGEMERE  
PLAN IS CONFIRMED. THUS, YOU ARE  
ADVISED TO REVIEW AND CONSIDER  
THE EDGEMERE PLAN CAREFULLY  
BECAUSE YOUR RIGHTS MIGHT BE  
AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE~~

~~RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOURPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION,~~

~~VO  
TIN  
G  
AG  
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T.~~

~~Any description, summary, or statement made in this notice concerning the Edgemere Plan or the~~

~~**PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS**~~

~~The Edgemere Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):~~

~~*Section 1.128 Defines “Releasing Party”*~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

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~~*Section 8.3 Releases by Holders of Claims*~~

~~terms thereof is qualified in all respects by  
reference to the Edgemere Plan. In the event of any  
inconsistency between this notice and the  
Edgemere Plan, the provisions of the Edgemere  
Plan shall govern and control.~~

~~OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER~~

~~AGREEMENT OR ANY OTHER  
PREPETITION OR  
POSTPETITION ACT TAKEN OR  
OMITTED TO BE TAKEN IN  
CONNECTION WITH OR IN  
CONTEMPLATION OF THE  
RESTRUCTURING OF THE  
DEBTORS; PROVIDED, THAT  
THE FOREGOING  
“EXCULPATION” SHALL HAVE  
NO EFFECT ON THE LIABILITY  
OF ANY ENTITY THAT RESULTS  
FROM ANY SUCH ACT OR  
OMISSION THAT IS  
DETERMINED IN A FINAL  
ORDER TO HAVE  
CONSTITUTED GROSS  
NEGLIGENCE OR WILLFUL  
MISCONDUCT (INCLUDING  
FRAUD); PROVIDED FURTHER,  
THAT EACH~~

~~EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON~~

[87263405.1](#)

~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH~~

~~PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS~~

~~AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL~~

~~BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

Dated: [DATE], 2022  
Dallas, Texas  
POL SINELLI PC  
*/s/ DRAFT*

Trinitee G. Green (SBN  
24081320) [Polsinelli PC](#)  
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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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**Exhibit 4-B**  
**~~(Non-Voting Status~~**  
**~~Notice—Bondholders~~**  
**~~Plan)~~**

**HAYNES AND BOONE, LLP**

*Counsel to Debtors and Debtors in Possession*

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~~State Bar No.~~ [\(SBN 24013214\)](#)  
Thomas J. Zavala  
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*Counsel to the Plan Sponsors*

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)

Mintz, Levin, Cohn, Ferris, Glovsky, and  
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[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: ~~Docket No. 752~~**

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED  
CLAIMS NOT ENTITLED TO VOTE ON THE ~~PLAN SPONSORS~~<sup>2</sup> PLAN OF (I)  
NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [ .], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its ~~Order Approving Disclosure Statement and Granting Related Relief~~<sup>order</sup><sup>2</sup> (the “~~Plan Sponsors’ Disclosure Statement Order~~”).<sup>2</sup> ~~Among other things, the Plan Sponsors’ Disclosure Statement Order that~~ approved the ~~First Amended~~ Disclosure Statement for the Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~ December 6, 2022 (as modified, amended, and supplemented, the “~~Plan Sponsors’ Disclosure Statement~~”)<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (~~together~~ collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**”) and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the ~~Plan Sponsors’~~

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Docket No. [ ]

<sup>3</sup> Docket No. 753.

Disclosure Statement Order, the Court found that the ~~Plan Sponsors'~~ Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the First Amended Plan of Reorganization of the Trustee and DIP Lender Plan Sponsors Dated November 2 December 6, 2022 (~~[Docket No. 869]~~ (together with all the schedules and exhibits thereto, and each as modified, amended, and modified or supplemented from time to time, the “~~Plan Sponsors' Plan~~”).<sup>4</sup>

Under the ~~Plan Sponsors'~~ Plan, your Claim has been classified in one of the following Unimpaired Classes:

Class	Impairment	Entitled to Vote
Class 1 – Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3 – Other Secured Claims	Unimpaired	No (Deemed to accept)

You hold an Unimpaired Claim that will be paid in full to the extent such Claim is Allowed.  **Holders of Unimpaired Claims, such as you, are not entitled to vote on the ~~Plan Sponsors' Plan~~.** Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) ~~Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans;~~ (III) ~~Approving Solicitation and Notice Procedures with Respect to Competing Plans~~ the Plan; (IV) ~~Approving Manner and Forms of Ballots, Notices and Related Documents;~~ and (V) ~~Granting Related Relief~~ (the “**Solicitation Procedures Order**”),<sup>5</sup> the ~~Plan Sponsors'~~ Disclosure Statement, the ~~Plan Sponsors' Plan~~, and other materials included in the ~~Plan Sponsors'~~ Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the ~~Plan Sponsors'~~ Disclosure Statement, the ~~Plan Sponsors' Plan~~, and other materials included in the ~~Plan Sponsors'~~ Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

<sup>2</sup> [Docket No. \[ \]](#).

<sup>3</sup> [Docket No. 870](#).

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> [Docket No. \[ \]](#).

The Court has scheduled **January 10~~26~~, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the ~~Plan Sponsors'~~ Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by

~~4 Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors' Plan.~~

~~5 Docket No. [ ].~~

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video or telephone  
via the Court's WebEx platform). For WebEx Video Participation/Attendance:  
<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only  
Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the ~~Plan Sponsors'~~ Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 3~~20~~, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the ~~Plan Sponsors'~~ Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

*~~Remainder of the page intentionally left blank.~~*

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do

◦ Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “Opt Out Form” on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Opt Out Deadline”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS’ PLAN~~**

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.38 OF THE ~~PLAN SPONSORS’ PLAN~~, AND REPRODUCED BELOW:

Section 8.31.136 of the Plan ~~Sponsors’ Plan – Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims;” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES,~~ REORGANIZED DEBTOR AND THE ~~RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~HS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER

PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~

ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION

~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~ WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE "DEBTOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS,

**FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE  
NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE**

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**DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS**

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**PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the ~~Plan-Sponsors'~~ Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,

**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

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**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS,**

**AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~

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~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT-OUT FORM WITH RESPECT TO THE THIRD PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASES, PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME).~~

*~~{Remainder of the page intentionally left blank.}~~*



**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

**HAYNES AND BOONE, LLP**

By: ~~/s/ Draft~~  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

~~—and—~~

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

~~Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)~~

~~*Counsel to the Plan Sponsors*~~

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**Exhibit 4-C**

(Nonvoting Status Notice – Unclassified Claims ~~Notice~~ –  
~~Bondholders Plan~~)

~~HAYNES AND BOONE,~~  
~~LLP~~ Trinitee G. Green (SBN  
24081320) Polsinelli PC

2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
tggreen@polsinelli.com

Jeremy R. Johnson (Admitted Pro Hac Vice)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
jeremy.johnson@polsinelli.com

*Counsel to Debtors and Debtors in*  
*Possession*

J. Frasher Murphy  
~~State Bar No. (SBN~~ 24013214)  
Thomas J. Zavala  
~~State Bar No. (SBN~~ 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
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frasher.murphy@haynesboone.com  
tom.zavala@haynesboone.com

*Counsel to the Plan Sponsors*

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)

Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC

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[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*  
*al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED  
CLAIMS NOT ENTITLED TO VOTE ON THE ~~PLAN SPONSORS'~~ PLAN OF (I)  
NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

~~On [ ], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") entered its Order Approving Disclosure Statement and Granting Related Relief (the "Plan Sponsors' Disclosure Statement Order").<sup>2</sup> Among other things, the Plan Sponsors' Disclosure Statement Order approved the Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 (as modified, amended, and supplemented, the "Plan Sponsors' Disclosure Statement")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "Trustee") and (ii) lender under the DIP Credit Agreement (the "DIP Lender," and collectively with the Trustee, the "Plan Sponsors"). In the Plan Sponsors'~~

1 The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

~~2 Docket No. [ ]~~

~~3 Docket No. 753~~

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[87105062.2](#)

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~~Disclosure Statement Order, the Bankruptcy Court found that the Plan Sponsors' Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 (as modified, amended, and supplemented, the "Plan Sponsors' On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") entered its order<sup>2</sup> (the "Disclosure Statement Order") approving the First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 (as modified, amended, and supplemented, the "Disclosure Statement")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the "Trustee") and (ii) lender under the DIP Credit Agreement (the "DIP Lender"), Northwest Senior Housing Corporation d/b/a/ Edgemere ("Edgemere" and collectively with the Trustee and DIP Lender, the "Plan Sponsors"). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the "Plan").<sup>4</sup>~~

In compliance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, the Diminution Claim and U.S. Trustee Fees are not classified under the ~~Plan Sponsors' Plan~~. Accordingly, your Claim has been Unclassified and will be paid in full to the extent such Claim is Allowed.  **Holders of Unclassified Claims, such as you, are not entitled to vote on the Plan Sponsors' Plan.** Pursuant to the ~~Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the "Solicitation Procedures Order")<sup>5</sup>, the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package will not be served upon you. ~~The materials may be obtained free of charge from <https://www.keelle.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the "Voting Agent") requesting that a paper copy of the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package be sent to the address specified in the request at the following address:~~~~

~~Northwest Senior Housing Corporation Solicitation  
e/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245~~

~~The Court has scheduled **January 10, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan Sponsors' Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may~~

~~participate in the Confirmation Hearing in person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance:~~

~~<https://uscourts.webex.com/meet/larson>, For ~~WebEx~~ ~~Telephonic~~ Only Participation/Attendance: Dial In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>~~

~~<sup>4</sup> Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors' Plan.~~

~~<sup>5</sup> Docket No. [ ].~~

~~<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).~~

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~~The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan Sponsors' Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.~~

~~Objections, if any, to the confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 3, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleek, [dsbleek@mintz.com](mailto:dsbleek@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkincoie.com](mailto:EWalker@perkincoie.com); and (vi) such other parties as the Bankruptcy Court may order.~~

~~Any objection to the Plan Sponsors' Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**~~

*[Remainder of the page intentionally left blank.]*

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~~NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN SPONSORS' PLAN~~

~~EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.3 OF THE PLAN SPONSORS' PLAN, AND REPRODUCED BELOW:~~

~~Section 8.3 of the Plan Sponsors' Plan—Releases:~~

~~Releases by Holders of Claims. AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE ESTATES, AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, "RELEASED CLAIMS"); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~



~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~

~~Section 8.4 of the Plan Sponsors' Plan – Exculpation.~~

~~UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).~~

~~EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.~~

~~Section 8.5 of the Plan Sponsors' Plan – Discharge of Claims.~~

~~PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR~~

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~~UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.~~

~~Section 8.6 of the Plan Sponsors' Plan - Injunction.~~

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.~~

~~FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND~~

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~~AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.~~

~~THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).~~

~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).~~

~~ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.~~



~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASES, PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME).~~

*[Remainder of the page intentionally left blank.]*

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**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

**~~HAYNES AND BOONE, LLP~~**

By: ~~/s/ Draft~~  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

~~—and—~~

**~~MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC~~**

Daniel S. Bleck (Admitted *Pro Hac Vice*) Eric  
Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

~~Counsel to the Plan Sponsors~~

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**Exhibit 4-D**  
**~~(Unclassified Claims Notice - Edgemere Plan)~~**

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS  
NOT ENTITLED TO VOTE ON THE JOINT PLAN OF REORGANIZATION  
PROPOSED BY THE COMMITTEE AND THE DEBTORS OF (I) NON-VOTING  
STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION  
DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

**PLEASE TAKE NOTICE THAT:**

On April 14, 2022 (the “**Petition Date**”), the debtors and debtors in possession (each a “**Debtor**” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Nick Harshfield in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the “**First Day Declaration**”).

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



## ~~THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~On November 2, 2022, the Debtors and the official committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”) filed: (i) the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).~~

## ~~APPROVAL OF EDGEMERE DISCLOSURE STATEMENT~~

~~On [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Disclosure Statement Order”) approving the Edgemere Disclosure Statement.~~

## ~~PLAN CONFIRMATION HEARING~~

~~On January 10, 2023 at 9:30 a.m., prevailing Central Time, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in-person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance: Link: <https://us-courts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Edgemere Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.~~

## ~~NON-VOTING STATUS~~

~~You are receiving this notice because under the terms of the Edgemere Plan (i) you are a holder of Claim(s) or Interest(s) in a Class that (a) has not been classified under the Edgemere Plan in accordance with Bankruptcy Code section 1123(a)(1) (Administrative Claims, Professional Claims, Priority Tax Claims, DIP Facility Claims, and U.S. Trustee Fees) and (b) is not entitled to vote on the Edgemere Plan. Accordingly, this Unclassified Claims Non-Voting Status Notice is being mailed to you for your information only.~~

~~If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim or Interest against the Debtors that entitles you to vote on the Edgemere Plan, you should immediately request the appropriate Ballot by contacting Kurtzman Carson Consultants LLC, (the “Voting Agent”), using the contact information provided below.~~

## ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the “Solicitation Procedures Order”) [Docket No. [•]], the Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@keelle.com](mailto:EdgemereInfo@keelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.keelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

## ~~PROPOSED TREATMENT OF CLAIMS AND INTERESTS~~

~~The Edgemere Plan provides for nine (9) Classes of Claims and Interests. Under the Edgemere Plan, Claims and Interests in Class 4—Bond Deficiency Claims, Class 5—Former Resident Claims, Class 6—Current Resident Claims, and Class 8—General Unsecured Claims are Impaired by the Edgemere Plan, and entitled to vote to accept or reject the Edgemere Plan. Claims in Class 1—Other Priority Claims, Class 2—Secured Bond Claims, Class 3—Other Secured Claims, and Class 9—Interests in Debtors (together, the “Unimpaired Classes”) are unimpaired by the Edgemere Plan, and such holders are conclusively presumed to have accepted the Edgemere Plan pursuant to Bankruptcy Code section 1126(f) and are, therefore, not entitled to vote. Holders of Claims in Class 7—Intercompany Claims are affiliated with the Debtors and are, thus, not entitled to vote on the Edgemere Plan. Class 7—Intercompany Claims, together with the Unimpaired Classes, are the “Non-Voting Classes” with respect to the Edgemere Plan.~~

## ~~OBJECTIONS TO CONFIRMATION OF THE EDGEMERE PLAN~~

~~Objections to confirmation of the Edgemere Plan, if any, must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors, the basis for the objection, the specific grounds of the objection, and must be filed and served upon: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Kaitlin Walsh, and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C.~~



~~Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order by no later than **January 3, 2023 at 4:00 p.m., Prevailing Central Time.**~~

~~SECTION 8 OF THE EDGEMERE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE EDGEMERE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE EDGEMERE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.~~

#### ~~PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS~~

~~The Edgemere Plan contains the following provision(s), which you may elect to opt out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):~~

##### ~~*Section 1.128 Defines “Releasing Party”*~~

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

##### ~~*Section 8.3 Releases by Holders of Claims*~~

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES,~~

~~<sup>2</sup>Any description, summary, or statement made in this notice concerning the Edgemere Plan or the terms thereof is qualified in all respects by reference to the Edgemere Plan. In the event of any inconsistency between this notice and the Edgemere Plan, the provisions of the Edgemere Plan shall govern and control.~~

~~THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E), EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN,~~



~~THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING~~

~~BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE,  
ENFORCEMENT PROCEEDING,~~

~~OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, THE SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~

Dated: [DATE], 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ DRAFT*

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100 Dallas,  
Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

—and—

Jeremy R. Johnson (Admitted *Pro Hac Vice*)

~~600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)~~

~~COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION~~

**Exhibit 5-A**

~~(Disputed Claims Non-Voting Status Notice—Edgemere Plan)~~

| ~~84213452.2~~

| 87265405.2

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>†</sup>

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS**

**PLEASE TAKE NOTICE THAT** on April 14, 2022 (the “**Petition Date**”), the debtors and debtors in possession (each a “**Debtor**” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Nick Harshfield in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the “**First Day Declaration**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Debtors and the official committee of unsecured creditors (the “**Committee**”) in the Chapter 11 Cases filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Edgemere Plan**”) and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Edgemere Disclosure Statement**”).

<sup>†</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



~~PLEASE TAKE FURTHER NOTICE THAT~~ on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “~~Court~~”) entered its order [Docket No. [•]] (the “~~Disclosure Statement Order~~”) approving the Edgemere Disclosure Statement.

### ~~PLAN CONFIRMATION HEARING~~

~~On January 10, 2023 at 9:30 a.m., prevailing Central Time, a hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Edgemere Plan before the Honorable Michelle V. Larson, in the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation Hearing will be conducted in a hybrid format. Thus, you may participate in-person or remotely. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform. **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial In: 1.650.479.3207, Access code: 160 135 6015.~~

~~The Confirmation Hearing may be adjourned from time to time, without further notice. The Edgemere Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Edgemere Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.~~

### ~~COPIES OF THE EDGEMERE PLAN AND EDGEMERE DISCLOSURE STATEMENT~~

~~The Debtors and the Committee will not provide you with copies of the Edgemere Plan and/or Edgemere Disclosure Statement. If you wish to receive copies of the Edgemere Plan and/or Edgemere Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent, either by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kcelle.com](mailto:EdgemereInfo@kcelle.com) with a reference to “Edgemere” in the subject line. Copies of the Edgemere Plan and Edgemere Disclosure Statement may be accessed for free by visiting the Debtors’ bankruptcy website at: <http://www.kcelle.net/edgemere>. Copies of the Edgemere Plan and Edgemere Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the Northern District of Texas and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s website at <http://www.txnb.uscourts.gov>.~~

### ~~DISPUTED CLAIMS AND NON-VOTING STATUS~~

~~You are receiving this notice because you are the holder of a Claim that is subject to a pending objection by the Debtors. **You are not entitled to vote any disputed portion of your Claim on the Edgemere Plan unless one or more of the following events have taken place before [•], 2022 (the date that is two (2) business days before the Voting Deadline)** (each, a “**Resolution Event**”):~~

- ~~1. — an order of the Court is entered allowing such Claim pursuant to Bankruptcy Code~~

~~section 502(b), after notice and a hearing;~~

- ~~2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;~~
- ~~3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or~~
- ~~4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.~~

~~Accordingly, this notice is being sent to you for informational purposes only.~~

~~**PLEASE TAKE FURTHER NOTICE THAT** if a Resolution Event occurs, then no later than one (1) business day thereafter, the Voting Agent shall distribute a ballot, and a pre-addressed envelope to you, which must be returned to the Voting Agent no later than the Voting Deadline, which is **January 3, 2023 at 4:00 p.m. (prevailing Central Time).**~~

~~**PLEASE TAKE FURTHER NOTICE THAT** if you have any questions about the status of your Claim(s), you should contact the Voting Agent in accordance with the instructions provided above.~~

~~SECTION 8 OF THE EDGEMERE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE EDGEMERE PLAN IS CONFIRMED. SECTION 8.3 **CONTAINS RELEASES BY HOLDERS OF CLAIMS.** THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE EDGEMERE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE EDGEMERE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM”.**~~

~~**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE EDGEMERE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**~~

~~**PLAN “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS**~~

~~**The Edgemere Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt-Out Form (which is being provided to you, separately, in conjunction with this notice):**~~

~~Any description, summary, or statement made in this notice concerning the Edgemere Plan or the terms thereof is qualified in all respects by reference to the Edgemere Plan. In the event of any inconsistency between this notice and the Edgemere Plan, the provisions of the Edgemere Plan shall govern and control.~~

*Section 1.128 Defines “Releasing Party”*

~~“Releasing Party” means each Claimant who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.~~

*Section 8.3 Releases by Holders of Claims*

~~AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, THE SPONSOR, AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

*Section 8.4 Exculpation*

~~UPON THE EFFECTIVE DATE, THE DEBTORS, THE COMMITTEE AND  
THE SPONSOR, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS,~~

~~EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E). EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN THIS SECTION 8.4 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.~~

*Section 8.5 Injunction*

~~FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THE PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT,~~



~~RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS), ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ENFORCEMENT PROCEEDING, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THE PLAN. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN (INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS) FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g). ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTOR, TH SPONSOR, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR~~



~~ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR  
NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.~~



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Dated: [DATE], 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ DRAFT*

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~~COUNSEL TO THE DEBTORS AND  
DEBTORS IN POSSESSION~~



**Exhibit 5-B**  
**~~(Disputed Claims Non-Voting Status Notice—Edgemere Plan)~~**

**~~HAYNES AND BOONE, LLP~~**

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~~*Counsel to the Plan Sponsors*~~

~~MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO, PC~~

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~~IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION~~

<p><del>In re: Northwest Senior Housing Corporation, et al.,<sup>1</sup></del></p> <p><del>Debtors:</del></p>	<p><del>Chapter 11</del></p> <p><del>Case No. 22-30659 (MVL)</del></p> <p><del>(Jointly Administered)</del></p> <p><del>Re: Docket No. 752</del></p>
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~~**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN SPONSORS' PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**~~

~~On [ \_\_\_\_\_ ], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**") entered its *Order Approving Disclosure Statement and Granting Related Relief* (the "**Plan Sponsors' Disclosure Statement Order**").<sup>2</sup> Among other things, the Plan Sponsors' Disclosure Statement Order approved the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "**Plan Sponsors' Disclosure Statement**")<sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "**Trustee**") and (ii) lender under the DIP Credit Agreement (the "**DIP Lender**," and collectively with the Trustee, the "**Plan Sponsors**"). In the Plan Sponsors'~~

~~<sup>1</sup> The Debtors in the Chapter 11 Cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup> Docket No. [ ]~~

~~<sup>3</sup> Docket No. 753.~~

~~Disclosure Statement Order, the Court found that the Plan Sponsors' Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022 (as modified, amended, and supplemented, the "Plan Sponsors' Plan").<sup>4</sup>~~

~~You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan Sponsors' Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan Sponsors' Plan in accordance with Bankruptcy Rule 3018.~~ Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) ~~Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans;~~ (III) Approving Solicitation and Notice Procedures with Respect to ~~Competing Plans~~the Plan; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the "Solicitation Procedures Order"),<sup>5</sup> the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kcellc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the "Voting Agent") requesting that a paper copy of the Plan Sponsors' Disclosure Statement, the Plan Sponsors' Plan, and other materials included in the Plan Sponsors' Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 10~~26~~, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the ~~Plan Sponsors' Plan~~ and the sale of substantially all of the Debtors' assets as contemplated therein (the "Confirmation Hearing") and to consider any objections to the ~~Plan Sponsors' Plan~~. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform).

For WebEx Video Participation/Attendance:

<sup>2</sup> Docket No. [ ].

<sup>3</sup> Docket No. 870.

<sup>4</sup> ~~Docket No. 752~~. All capitalized terms not herein defined shall have the meaning ascribed to them in the ~~Plan Sponsors' Plan~~.

<sup>5</sup> Docket No. [ ].

<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the ~~Plan Sponsors'~~ Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the ~~Plan Sponsors'~~ Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 30, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the ~~Plan Sponsors'~~ Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

*~~{Remainder of the page intentionally left blank.}~~*

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions

will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “**Opt Out Form**” on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

6 Judge Larson’s WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN ~~PLAN SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.38 OF THE ~~PLAN SPONSORS' PLAN~~, AND REPRODUCED BELOW:

Section 8.31.136 of the Plan ~~Sponsors' Plan – Releases~~ Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ESTATES, REORGANIZED DEBTOR AND THE RELEASED PARTIES ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS,

OPERATIONS, ~~THE DEBTORS' RESTRUCTURING FINANCES, PROPERTY AND ESTATES~~, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, ~~OR THE DIP FACILITY, OR THE SALE TRANSACTION~~ (COLLECTIVELY, ~~"RELEASED CLAIMS"~~); ~~FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~"DEBTOR RELEASED PARTIES" MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT,~~

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~~THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN.~~ CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE

**RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE  
CREDITOR RELEASED CLAIMS.**

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**Section 8.4 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the ~~Plan Sponsors~~<sup>2</sup> Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR**

~~DISPUTED~~ UNCLASSIFIED CLAIMS NOTICE  
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UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the ~~Plan Sponsors'~~ Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY  
HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR  
ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

~~DISPUTED CLAIMS NOTICE~~ ~~PAGE 6~~

AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

~~YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN, INCLUDING THE~~

~~RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR  
RIGHTS MIGHT BE AFFECTED.~~

~~DISPUTED CLAIMS NOTICE~~ \_\_\_\_\_ ~~PAGE 7~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ACCOMPANYING OPT OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN SPONSORS' PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE VOTING AGENT OR THE PLAN SPONSORS' COUNSEL AT THE ADDRESSES PROVIDED BELOW.~~

~~IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASES, PLEASE COMPLETE, SIGN, AND DATE THE ACCOMPANYING OPT OUT FORM AND RETURN IT NO LATER THAN JANUARY 3, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME).~~

*[Remainder of the page intentionally left blank.]*

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**DATED:** \_\_\_\_\_, 2022 **Exhibit 5-B**

**(Disputed Claim Non-Voting Status Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201

J. Frasher Murphy  
~~State Bar No. (SBN 24013214)~~  
Thomas J. Zavala  
~~State Bar No. (SBN 24116265)~~  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
frasher.murphy@haynesboone.com  
tom.zavala@haynesboone.com

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Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
tggreen@polsinelli.com

Jeremy R. Johnson (Admitted Pro Hac Vice)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
jeremy.johnson@polsinelli.com

Counsel to Debtors and Debtors in Possession

~~N~~  
Daniel ~~S~~. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin ~~R~~. Walsh (Admitted *Pro Hac Vice*)  
Mintz, ~~L~~ Levin, Cohn, Ferris, Glovsky, and  
Popeo, ~~P~~ PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to ~~the Plan Sponsors~~ UMB Bank,*  
*N.A. as Trustee and DIP Lender*

**Exhibit 6-A**  
**(~~Edgemere Plan Opt Out Form~~)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

---

In re: Chapter 11  
Northwest Senior Housing Corporation, *et* Case No. 22-30659 (MVL)  
*al.*,<sup>1</sup> (Jointly Administered)

Debtors.

---

**OPT-OUT FORM FOR NON-VOTING**  
**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED**  
**CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING**  
**STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION**  
**DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

DISPUTED CLAIMS NOTICE PAGE 1

~~You have received this opt-out election form (the “Opt Out Form”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the Joint Plan of Reorganization Proposed by the Committee~~  
[87105035.3](#)

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the ~~Debtors~~ DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 750869] (together with all the schedules and exhibits thereto, and each as ~~may be modified~~, amended, modified or supplemented from time to time, the “~~Edgemere Plan~~”)-<sup>2</sup>-Plan”).<sup>4</sup>

You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan in accordance with Bankruptcy Rule 3018.

Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242.

<sup>2</sup> Docket No. [ ].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

| [5 Docket No. \[ \]](#).

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You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m. (prevailing Central Time) (the "Objection Deadline")** and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the ~~Edgemere~~ Plan, which are included herein for ease of reference. If the ~~Edgemere~~ Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a ~~releasing party~~ Releasing Party as defined by the ~~Edgemere~~ Plan, you MUST affirmatively elect to opt out by filling out and submitting ~~this form on or before January 3, 2023 at 4:00 p.m. (prevailing Central Time) (the "Opt Out Deadline")~~.

~~PLEASE READ the following important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to~~ an opt out election form (the "Opt Out Form" on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the "Opt Out Deadline").

**The Edgemere Plan contains the following provision(s):**

◦ Judge Larson's WebEx hearing instructions can be found at:  
[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf)

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE  
THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD  
PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM  
SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY  
APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES  
SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section ~~1.128~~1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each ~~Claimant~~holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE  
EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN  
THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR  
GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND  
SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS  
REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE  
RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES  
ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE  
REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS,  
INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION,  
SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND  
LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED  
OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR  
UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING,  
IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED  
DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN  
LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER  
INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY  
CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN  
ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT,  
REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR  
OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE  
EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION  
WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS,  
OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES  
OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE  
DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED  
AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR  
THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN ~~THE~~THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED

~~†The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~‡Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Edgemere Plan.~~

AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE ~~SPONSOR~~, INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF ~~THE~~THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE REFINANCING SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"), ~~OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS ON ACCOUNT OF THE LITIGATION TRUST AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST ASSETS.~~

**Section 8.4 of the Plan - Exculpation.**

UPON THE EFFECTIVE DATE, THE ~~DEBTORS, THE COMMITTEE AND THE SPONSOR, AND EACH OF~~ PLAN SPONSORS AND THEIR ~~RESPECTIVE~~ OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF ~~THE~~ THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY ~~THE~~ THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING ~~THE~~ THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR

DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH ~~THE~~THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF ~~THE~~THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF ~~THE~~THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER ~~THE~~THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, ~~THE~~THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN ~~THIS~~-SECTION 8.48 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the Plan - Discharge of Claims.

PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR

UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

Section 8.6 of the Plan - Injunction.

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO ~~THE~~THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ~~THE~~THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ~~THE~~THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ~~THE~~THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO ~~THE~~THIS PLAN ~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS)~~, ALL PERSONS WHO HAVE

**HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN  
RELEASED, DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING,**

COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, ~~ENFORCEMENT PROCEEDING,~~ RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO ~~THE~~ THIS PLAN.

THE RIGHTS AFFORDED IN ~~THE~~ THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ~~THE~~ THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN ~~THE~~ THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO ~~THE~~ THIS PLAN ~~(INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS RELATING TO THE 2023 BONDS)~~ FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE ~~REORGANIZED DEBTOR, THE SPONSOR,~~ LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

~~**PLEASE READ THE FOLLOWING:** If you do not wish to be a "Releasing Party" and grant the releases set forth above and in the Edgemere Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form~~

~~is timely submitted to the Voting Agent before the Opt Out Deadline expires. **If you do not submit this completed and signed "Opt Out Form" to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**~~

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I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Edgemere Plan.

| ~~Name of Claimant:~~

| ~~Signature:~~

Name of Signatory:  
(if different than Claimant)

| ~~If authorized by Agent, Title of Agent~~

| ~~Street Address:~~

Street Address:  
(continued)

| ~~City, State, Zip Code:~~

| Telephone Number:

| Email Address:

| ~~Date Completed:~~

If you wish to opt out of being a “Releasing Party”, please complete this form and return it so as to be *actually received* by January 3, 2023 at 4:00 p.m., prevailing Central Time through one of the following ways:

<del>VIA REGULAR MAIL, OVERNIGHT,</del>	<del>VIA ELECTRONIC BALLOT BY</del>
---	-------------------------------------

<b>OR HAND DELIVERY:</b>	<b>VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

**E-Ballot Voting Instructions**

~~To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website~~

~~maintained by Kurtzman Carson Consultants, LLC (the "Voting Agent") website by visiting <http://www.kccllc.net/edgmerge>, clicking on the "Submit E-Ballot" link and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.~~

~~IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:~~

| ~~Unique E-Ballot ID#:~~ \_\_\_\_\_

| ~~PIN#:~~

~~If you are unable to use the E-Ballot portal or need assistance in completing and submitting your  
Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or~~

| ~~(310) 751-2669 (International) or by e-mail at [EdgemereInfo@keelle.com](mailto:EdgemereInfo@keelle.com). Holders who cast an Opt~~

~~Out Form using the Voting Agent's E-Ballot portal should NOT also submit a paper Opt Out Form.~~



**Exhibit 6-B**

| **(~~Bondholders Plan~~ Opt Out Form)**

[Trinitee G. Green \(SBN 24081320\) Polsinelli PC](#)  
[2950 N. Harwood, Suite 2100](#)  
[Dallas, Texas 75201](#)  
[Telephone: \(214\) 397-0030](#)  
[Facsimile: \(214\) 397-0033](#)  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

[J. Frasher Murphy \(SBN 24013214\)](#)  
[Thomas J. Zavala \(SBN 24116265\)](#)  
[Haynes and Boone, LLP](#)  
[2323 Victory Avenue, Suite 700](#)  
[Dallas, TX 75219](#)  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

[Jeremy R. Johnson \(Admitted Pro Hac Vice\)](#)  
[Polsinelli PC](#)  
[600 3rd Avenue, 42nd Floor](#)  
[New York, New York 10016](#)  
[Telephone: \(212\) 684-0199](#)  
[Facsimile: \(212\) 684-0197](#)  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

[Daniel S. Bleck \(Admitted Pro Hac Vice\)](#)  
[Eric Blythe \(Admitted Pro Hac Vice\)](#)  
[Kaitlin R. Walsh \(Admitted Pro Hac Vice\)](#)  
[Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC](#)  
[One Financial Center](#)  
[Boston, MA 02111](#)  
[Telephone: \(617\) 546-6000](#)  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

[\*Counsel to Debtors and Debtors in Possession\*](#)

[\*Counsel to UMB Bank, N.A. as Trustee and DIP Lender\*](#)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**OPT OUT ELECTION FORM FOR NON-VOTING CLAIMS**

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the [First Amended Plan of Reorganization of the ~~Trustee and DIP Lender~~ Plan Sponsors Dated ~~November 2~~ December 6, 2022](#) ([\[Docket No. 869\]](#) together with all the schedules and exhibits thereto, and each as ~~modified~~, amended, and ~~modified or~~ supplemented [from time to](#)

[1 The Debtors in the Chapter 11 Cases \(the “Chapter 11 Cases”\), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation \(1278\) and Senior Quality Lifestyles Corporation \(2669\). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.](#)

time, the “~~Plan Sponsors’ Plan~~”).<sup>2</sup> Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the ~~Plan Sponsors’ Plan~~, which are included herein for ease of reference. If the ~~Plan Sponsors’ Plan~~ is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the ~~Plan Sponsors’ Plan~~, you MUST affirmatively elect to opt out by filling out and submitting this form on or before **January 320, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

*~~{Remainder of the page intentionally left blank.}~~*

~~<sup>1</sup>The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

~~<sup>2</sup>Docket No. 752. All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan Sponsors’ Plan.~~

~~OPT OUT ELECTION FORM~~

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NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN ~~SPONSORS' PLAN~~

EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8.38 OF THE ~~PLAN SPONSORS' PLAN~~, AND REPRODUCED BELOW:

Section 8.31.136 of the Plan ~~Sponsors' Plan – Releases~~. Defines “Releasing Party”

“Releasing Party” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims.” provided for in Section 8.3 of this Plan.

Section 8.2 of the Plan – Releases by the Debtors.

PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, ~~EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER~~ INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE ~~ESTATES,~~ REORGANIZED DEBTOR AND THE ~~RELEASED PARTIES~~ ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ~~SUCH PERSON~~ THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ~~ITS~~ THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ~~THE DEBTORS, THE DEBTORS' OPERATIONS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, OR THE DIP FACILITY (COLLECTIVELY, “RELEASED CLAIMS”); FOR THE AVOIDANCE OF DOUBT, NO CLAIMS SHALL BE RELEASED AGAINST THE NON-RELEASED PARTIES.~~

~~“RELEASED PARTIES” MEANS (I) THE COMMITTEE, (II) THE PURCHASER, (III) THE ISSUER, (IV) THE PLAN SPONSORS, (V) THE HOLDERS OF THE ORIGINAL BONDS AND (VI) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (I) THROUGH (V), SUCH ENTITY AND ITS CURRENT AND FORMER PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND ALL OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, MANAGERS, EMPLOYEES, ATTORNEYS, ADVISORS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES ARE NOT AND SHALL NOT BE DEEMED A RELEASED PARTY UNDER THIS PLAN~~ANY ACT,

‡ All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR

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RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

Section 8.4 of the ~~Plan Sponsors'~~ Plan - Exculpation.

UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.

Section 8.5 of the ~~Plan Sponsors'~~ Plan - Discharge of Claims.

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**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE,**

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ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.

**Section 8.6 of the ~~Plan-Sponsors~~<sup>2</sup> Plan - Injunction.**

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN

CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR

~~OPT-OUT ELECTION FORM~~

~~PAGE 4~~

**ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND**

**ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**PLEASE READ THE FOLLOWING:**

If you do not wish to be a “Releasing Party” ([as defined in the Plan](#)) and grant the releases set forth ~~above and~~ in the ~~Plan Sponsors’~~ Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form is timely submitted to the Voting Agent before the Opt Out Deadline expires.

**If you do not submit this completed and signed “Opt Out Form” to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**

~~OPT OUT ELECTION FORM~~

~~PAGE 5~~

**Item 1. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan. Election to withhold consent is at your option. If you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan ~~Sponsors' Plan~~ to the fullest extent permitted by applicable law.

The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the ~~Plan Sponsors'~~ Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;
- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the ~~Plan Sponsors'~~ Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified

below have been submitted with respect to the ~~Plan Sponsors'~~ Plan or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

~~OPT-OUT ELECTION FORM~~ ~~PAGE 6~~

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**IF YOU WISH TO OPT OUT, PLEASE YOU MUST COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN NO LATER THAN JANUARY 30, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME):**

<b>VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:</b>	<b>VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

**E-Ballot Voting Instructions**

To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) by visiting <http://www.kccllc.net/edgmerge>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:

Unique E-Ballot ID#:

PIN#:

If you are unable to use the E-Ballot portal or need assistance in completing and submitting your Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or (310) 751-2669 (International) or by e-mail [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com). Holders who cast an Opt Out Form using the Voting Agent's E-Ballot portal should NOT also submit a paper Opt Out Form.

**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
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Thomas J. Zavala (SBN 24116265)  
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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
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Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING REGARDING (I) CONFIRMATION OF THE  
~~THE JOINT FIRST AMENDED~~ PLAN OF REORGANIZATION ~~PROPOSED BY THE~~  
~~COMMITTEE AND THE DEBTORS;~~ (II) ~~CONFIRMATION OF THE PLAN OF~~  
~~REORGANIZATION OF THE TRUSTEE AND DIP LENDERS~~ SPONSORS  
DATED ~~NOVEMBER 2~~ DECEMBER 6, 2022; (HII) APPROVAL OF THE SALE  
TRANSACTION;  
AND (IV) RELATED VOTING AND OBJECTION DEADLINES**

<sup>1</sup>The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

Error! Unknown document property name.

PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) ~~and in the official committee of unsecured creditors (the “Committee”) in the above captioned chapter 11 cases (the “Chapter 11 Cases”)~~ filed: (i) ~~the Joint Plan of Reorganization Proposed by the Committee and the Debtors, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”)~~ and (ii) ~~the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”)~~above-captioned chapter 11

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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cases (the “Chapter 11 Cases”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Initial Plan Sponsors”) and collectively with the Debtors, the “Plan Sponsors”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Disclosure Statement”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee”).

~~PLEASE TAKE FURTHER NOTICE THAT on November 2, 2022, UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as a lender under the DIP Credit Agreement (the “DIP Lender,” and together with the Trustee, the “Bondholder~~the Initial Plan Sponsors”) filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Bondholder Plan”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Bondholder Disclosure Statement”); and (iii) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “Sale Motion”);

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Edgemere Disclosure Statement Order”) approving the Edgemere Disclosure Statement, and~~December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “Sale Documents”);

PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [•]] (the “Bondholder Disclosure Statement Order”) approving the Bondholder Disclosure Statement and its order [Docket No. [•]] (the “Bidding Procedures Order”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the ~~Edgemere Plan and the Bondholder~~ Plan, and approval of the sale of substantially all of the Debtors' assets pursuant to the ~~Proposed Order under the~~ terms of the ~~Bondholder~~ Plan (the **"Confirmation and Sale Hearing"**) will commence on **January 10~~26~~, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court's WebEx platform). ~~For WebEx Video Participation/Attendance: Link: https://us-~~

<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors' assets pursuant to the ~~Bondholder~~ Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the ~~Bondholder~~ Plan by all parties in interest.

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**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE ~~DEBTORS~~PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING VOTING ON THE ~~PLANS~~PLAN**

**Voting Record Date.** The voting record date is ~~November 28~~December 15, 2022 (the “Voting Record Date”), which is the date for determining which holders of Claims and Interests are entitled to vote on the ~~Edgemere Plan and the Bondholder~~ Plan.

**Voting Deadline.** The deadline for voting on the ~~Edgemere Plan and the Bondholder Plan~~ is Plan ~~January 30, 2023~~, at 4:00 p.m. prevailing Central Time (the “Voting Deadline”). If you received a Solicitation Package including a Ballot and intend to vote on the ~~Edgemere Plan and/or the Bondholder~~ Plan, you *must*: (a) follow the instructions carefully; (b) complete *all* of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is *actually received* by Kurtzman Carson Consultants LLC (the “Voting Agent”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

**CRITICAL INFORMATION REGARDING OBJECTING TO THE ~~PLANS~~PLAN**

SECTION 8 OF ~~EACH~~THE PLAN (~~THE EDGEMERE PLAN AND THE BONDHOLDER PLAN~~) CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE ~~APPLICABLE~~ PLAN(S) IS CONFIRMED.

THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER SUCH PROVISIONS UNDER THE ~~PLANS~~PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE ~~PLANS~~PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING A FORM TO “OPT-OUT” OF SUCH RELEASES AND RELATED PLAN PROVISIONS.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE ~~EDGEMERE PLAN AND/OR THE BONDHOLDER PLAN OR~~ PLAN OR

ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

**Plan Objection Deadline.** The deadline for filing objections to the ~~Edgemere Plan and the Bondholder~~ Plan is **January 30, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be

in writing; (b) comply with the

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Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors' Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the ~~Edgemere Plan and/or the Bondholder~~ Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### ADDITIONAL INFORMATION

**Obtaining Solicitation Materials.** The materials in the Solicitation Package(s) with respect to the ~~Edgemere Plan and the Bondholder~~ Plan are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line. You may also obtain such information for free by visiting the case website at <http://www.kccllc.net/edgemere> or for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the ~~Edgemere Plan and/or the Bondholder~~ Plan.

**The Plan Supplement.** The ~~Committee and the Debtors and the Bondholder~~ Plan Sponsors will file ~~their~~the Plan ~~Supplements~~Supplement (as defined in the ~~respective Plans~~Plan) on or before ~~December 27~~January 16, ~~2022~~2023 and will serve notice on all holders of Claims and Interests entitled to vote on the ~~Plans~~Plan, which will: (a) inform parties of the filing of the Plan ~~Supplements~~Supplement; (b) list the information contained in the Plan ~~Supplements~~Supplement; and (c) explain how parties may obtain copies of the Plan ~~Supplements~~Supplement.

### BINDING NATURE OF THE ~~PLANS~~PLAN:

**IF CONFIRMED, THE ~~APPLICABLE~~ PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE**

**CONFIRMED PLAN, HAS  
FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO  
ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

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Dated:, 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro Hac Vice*)

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*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*

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– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

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Eric Blythe (Admitted *Pro Hac Vice*)  
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One Financial Center  
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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 8-~~A~~B**

**(~~Edgemere~~ Plan Supplement Notice)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

PLEASE TAKE NOTICE THAT on ~~November 2~~December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “Debtors”) ~~and the official committee of unsecured creditors (the “Committee”)~~ in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) ~~and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “Trustee”) and in its capacity as lender under the DIP Credit Agreement (the “DIP Lender” and, together with the Trustee, the “Initial Plan Sponsors” and collectively with the Debtors, the “Plan Sponsors”)~~ filed: the (i) ~~the Joint First Amended Plan of Reorganization Proposed by of the Committee and the Debtors, dated November 2~~ Plan Sponsors Dated December 6, 2022 [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Plan”) and (ii) ~~First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022 [Docket No. 750870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “Edgemere Plan”) and (ii) the Disclosure Statement in Support of the Joint Plan of Reorganization Proposed~~. The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“Lifespace”), and the official committee of unsecured creditors (the “Committee and the Debtors [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “Edgemere Disclosure Statement”).

~~PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. ]~~

PLEASE TAKE FURTHER NOTICE THAT on November 2, 2022, the Initial Plan Sponsors filed the Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief [Docket No. 755] (the “Sale Motion”);

PLEASE TAKE FURTHER NOTICE THAT on December 6, 2022, the Initial Plan Sponsors filed the Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding

*Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief [Docket No. 872] (the “Sale Documents”);

PLEASE TAKE FURTHER NOTICE THAT on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered its order [Docket No. [●]] (the “Disclosure Statement Order”) approving the Edgemere-Disclosure Statement; and its order [Docket No. [●]] (the “Bidding Procedures Order”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

PLEASE TAKE FURTHER NOTICE THAT, as contemplated by the ~~Edgemere~~ Plan, the ~~Debtors~~Plan Sponsors filed the Plan Supplement with the Court on [Date], 2022 [Docket No. [●]]. The Plan Supplement contains the following documents (as defined in the ~~Edgemere~~ Plan, ~~where applicable~~): (a) ~~a copy of the LSA, (b) a copy of the DSSA, (c) the 2023 Bond Documents, and (d)~~ the Litigation Trust Agreement. ~~The Debtors and the Committee shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Edgemere;~~ (i) Residents Trust Agreement; (ii) list(s) of Executory Contracts and Unexpired Leases, and (iv) a form of monthly rental agreement for Current Residents. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the ~~Edgemere~~Plan and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “Confirmation and Sale Hearing”) will commence on **January 10~~26~~, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by

~~The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.~~

video or telephone via the Court's WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE ~~DEBTORS~~PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE ~~EDGEMERE~~ PLAN**

SECTION 8 OF THE ~~EDGEMERE~~ PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE ~~EDGEMERE~~ PLAN IS CONFIRMED. ~~SECTION 8.3 CONTAINS RELEASES BY THIRD PARTY HOLDERS OF CLAIMS.~~ THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE ~~EDGEMERE~~ PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

[Important information and deadlines related to the proposed marketing and sale of the Debtors' assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.](#)

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE ~~EDGE MERE~~ PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM.”**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE ~~EDGE MERE~~ PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE ~~TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE~~ TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

**Plan Objection Deadline.** The deadline for filing objections to the ~~Edgemere~~ Plan is **January 30, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors’ Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the ~~Edgemere~~ Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe, and Kaitlin Walsh; (iv) counsel for the

Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### **ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a an electronic version) or a copy of the Plan Supplement, please feel free to contact the voting by: (a) calling (866) 967-0269 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at\\_at EdgemereInfo@kccllc.com](mailto:at_at EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the ~~Edgemere~~-Plan.

[84222213.6](#)

**BINDING NATURE OF THE ~~EDGEMERE~~ PLAN:**

**IF CONFIRMED, THE ~~EDGEMERE~~ PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE ~~EDGEMERE~~ PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE ~~EDGEMERE~~ PLAN, OR VOTED TO REJECT THE ~~EDGEMERE~~ PLAN.**

Dated: ~~{Date}~~, ~~2022~~, 2023  
Dallas, Texas

**POLSINELLI PC**  
~~Dallas, Texas~~

~~D~~  
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~~A~~  
~~F~~  
~~T~~

/s/ Draft

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro Hac*  
*Vice*)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

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**Exhibit 8-B**  
**(Bondholders Plan**  
**Supplement Notice)**

**HAYNES AND BOONE, LLP**

~~J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)~~

**HAYNES AND BOONE, LLP**

/s/ Draft  
J. Frasher Murphy  
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[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

*Counsel to the ~~Plan Sponsors~~ Debtors – and –  
and Debtors in Possession*

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Kaitlin R. Walsh (Admitted *Pro Hac Vice*)

One Financial Center  
Boston, MA 02111

Daniel S. Bleck (Admitted *Pro Hac Vice*) Telephone: (617) 546-6000

Eric Blythe (Admitted *Pro Hac Vice*)

[dsbleck@mintz.com](mailto:dsbleck@mintz.com)

[erblythe@mintz.com](mailto:erblythe@mintz.com)

[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

**~~IN THE UNITED STATES  
BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF  
TEXAS~~**

**~~DALLAS DIVISION~~ Counsel to UMB  
Bank, N.A. as Trustee and DIP Lender**

<p><del>In re: Northwest Senior Housing Corporation, et al.,<sup>1</sup></del></p>	<p><del>Chapter 11 Case No. 22-30659 (MVL) (Jointly Administered)</del></p>
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**NOTICE OF FILING OF PLAN  
SPONSORS' PLAN SUPPLEMENT**

**~~PLEASE TAKE NOTICE THAT~~ on November 2, 2022, UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (together, the "**Trustee**") and (ii) lender under the DIP Credit Agreement (the "**DIP Lender**," and collectively with the Trustee, the "**Plan Sponsors**"), filed: (i) the *Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "**Plan Sponsors' Plan**")<sup>2</sup> and (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* (as modified, amended, and supplemented, the "**Plan Sponsors' Disclosure Statement**").<sup>3</sup>**

**~~PLEASE TAKE FURTHER NOTICE THAT~~ on [ ], 2022, the**

~~United States Bankruptcy Court for the  
Northern District of Texas, Dallas  
Division (the~~

~~1 The Debtors in the Chapter 11 Cases (the  
"Chapter 11 Cases"), along with the last  
four digits of each Debtor's federal tax  
identification number, are Northwest Senior  
Housing Corporation (1278) and Senior  
Quality Lifestyles Corporation (2669). The  
Debtors' mailing address is 8523 Thackery  
Street, Dallas, Texas 75225.~~

~~2 Docket No. 752. All capitalized terms not  
herein defined shall have the meaning ascribed to  
them in the Plan Sponsors' Plan.~~

~~3 Docket No. 753.~~

**PAGE 1**

~~“Bankruptcy Court”) entered its Order Approving Disclosure Statement and Granting Related Relief (the “Plan Sponsors’ Disclosure Statement Order”).<sup>4</sup>~~

~~PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan Sponsors’ Plan and the Plan Sponsors’ Disclosure Statement, the Plan Sponsors filed the Plan Supplement with the Court on [ ], 2022. The Plan Supplement contains the following documents: [(i) the Litigation Trust Agreement; (ii) a list of Executory Contracts and Unexpired Leases, and (iii) a form of monthly rental agreement]. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan Sponsors’ Plan.~~

~~Pursuant to the Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Forms of Ballots, Notices and Related Documents; and (V) Granting Related Relief (the “Solicitation Procedures Order”),<sup>5</sup> the Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, and other materials included in the Plan Sponsors’ Solicitation Package may be obtained free of charge from <https://www.keclle.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “Voting Agent”) requesting that a paper copy of the Plan Sponsors’ Disclosure Statement, the Plan Sponsors’ Plan, and other materials included in the Plan Sponsors’ Solicitation Package be sent to the~~

~~address specified in the request at the following address:~~

~~Northwest Senior Housing Corporation  
Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245~~

~~The Court has scheduled **January 10, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan Sponsors' Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan Sponsors' Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance:~~

~~<https://uscourts.webex.com/meet/larson>~~

~~For WebEx Telephone Participation/Attendance: Dial-In: 1.650.479.3207, Access code: 160 135 6015.<sup>6</sup>~~

<sup>4</sup> Docket No. [ ]

<sup>5</sup> Docket No. [ ]

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:

[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf)

~~The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan Sponsors' Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.~~ [84222213.6](#)

**CRITICAL INFORMATION REGARDING  
OBJECTING TO THE PLAN SPONSORS' PLAN**

~~SECTION 8 OF THE PLAN SPONSORS' PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN SPONSORS' PLAN IS CONFIRMED. SECTION 8.3 CONTAINS RELEASES BY THIRD PARTY HOLDERS OF CLAIMS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN SPONSORS' PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.~~

~~IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY AS DEFINED BY THE PLAN SPONSORS' PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN OPT OUT FORM.~~

~~THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN SPONSORS' PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.~~

~~Objections, if any, to the confirmation of the Plan Sponsors' Plan and the sale of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 3, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinsecoie.com](mailto:EWalker@perkinsecoie.com); and (vi) such other parties as the Bankruptcy Court may order.~~

~~Any objection to the Plan Sponsors' Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and~~

~~the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection.~~

~~PAGE 3~~

~~Any objection not timely filed shall be deemed waived and shall not be considered by the  
Bankruptcy Court.~~

*[Remainder of the page intentionally left blank.]*





**DATED:** \_\_\_\_\_, 2022  
Dallas, Texas

~~HAYNES AND BOONE, LLP~~

By: ~~/s/ Draft~~  
~~J. Frasher Murphy~~

~~State Bar No. 24013214~~  
~~Thomas J. Zavala~~  
~~State Bar No. 24116265~~  
~~2323 Victory Avenue, Suite 700~~  
~~Dallas, TX 75219~~  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)

[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

—and—

~~MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC~~

~~Daniel S. Bleek (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)~~

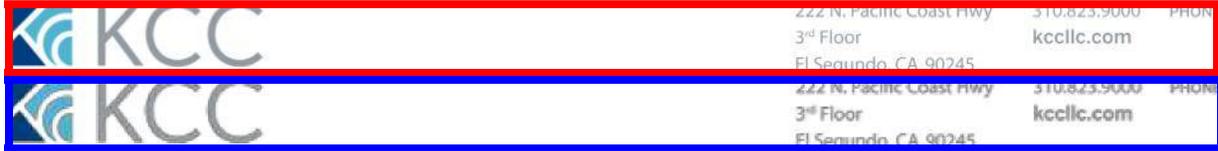
~~Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)~~

~~*Counsel to the Plan Sponsors*~~



**Exhibit 9**

**(Resident Claim Cover Letter Template)**



[Date]

[Resident Name  
Contact  
Address  
Address  
City, State, Zip]

You are scheduled as a resident claimant under Edgemere’s bankruptcy case.

***The amount of Edgemere’s refund obligation due to you pursuant to the terms of your residency agreement with Edgemere is \$[\_\_\_\_\_].***

IF YOU AGREE WITH THIS AMOUNT YOU DO NOT HAVE TO FILE A REJECTION CLAIM AND THE REJECTION DAMAGES BAR DATE WILL NOT APPLY TO YOU. THE ONLY ACTION YOU NEED TO TAKE IS THE SUBMISSION OF THE BALLOT VOTING TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 ~~PLANS~~PLAN BEFORE THE VOTING SUBMISSION DEADLINE INCLUDED THEREIN.

IF YOU DISAGREE WITH THIS AMOUNT, THEN YOU WILL NEED TO FILE A REJECTION CLAIM PRIOR TO THE REJECTION CLAIM BAR DATE FOLLOWING THE REJECTION OF YOUR RESIDENCY AGREEMENT.

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Document comparison by Workshare Compare on Wednesday, December 14, 2022 9:55:25 AM

Input:	
Document 1 ID	file://C:\Users\acham\Desktop\Clean Nov 2 motion as amended prior to 12.7 - Proposed Order.docx
Description	Clean Nov 2 motion as amended prior to 12.7 - Proposed Order
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Legend:	
<a href="#">Insertion</a>	
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Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	1644
Deletions	2655
Moved from	79
Moved to	79
Style changes	0
Format changes	0
Total changes	4457



**Exhibit A**

**(Proposed Form of Order)**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES;  
(II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS  
THE VOTING AGENT WITH RESPECT TO THE PLAN; (III) APPROVING  
SOLICITATION AND NOTICE PROCEDURES; (IV) APPROVING MANNER  
AND FORMS OF BALLOTS, NOTICES AND RELATED DOCUMENTS;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee and the Debtors, the “**Plan Sponsors**”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the voting agent with respect to the Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the Plan and for filing objections to the Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.

and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

- A. Notice of the Motion was good and sufficient notice to all interested parties.
- B. The following forms attached hereto as Exhibits 3, 4-B, 4-C, 5-B, 6-B, 7, 8-B, and 9 contain sufficient information and are appropriate under the circumstances:
  - a. Disclosure Statement Hearing Notice, Exhibit 3;
  - b. Non-Voting Status Notice, Exhibits 4-B and Exhibit 4-C;
  - c. Disputed Claim Non-Voting Status Notice, Exhibit 5-B;
  - d. Opt Out Form, Exhibit 6-B;
  - e. Confirmation and Sale Hearing Notice, Exhibit 7;
  - f. Plan Supplement Notice, Exhibit 8-B; and
  - g. Resident Claim Cover Letter, Exhibit 9.
- C. The forms of the Ballots attached hereto as Exhibit Group 2-B (i) are sufficiently consistent with Official Form No. B314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for each Class of Claims entitled to vote to accept or reject the Plan.
- D. The time period set forth below during which the Plan Sponsors may solicit votes on the Plan is a reasonable period of time for holders of Claims to make an informed decision as to whether to accept or reject the Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provides for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

F. The procedures set forth below regarding the Confirmation and Sale Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.

**I. Kurtzman Carson Consultants, LLC's duties as Voting Agent for the Plan**

2. KCC is authorized to serve as the agent in these Chapter 11 Cases with respect to the Plan.

3. KCC shall assist with respect to the Plan by, among other things, (a) balloting; (b) distributing solicitation materials; (c) tabulating and calculating of votes; (d) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (e) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; (f) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders; (g) responding to inquiries relating to the solicitation and voting process, including all matters related thereto; and (h) providing copies of documents and pleadings upon the request of creditors and parties in interest.

**II. Approval of Key Dates and Deadlines**

4. The following dates, to the extent they have not already been established by the Court, are hereby established (subject to modification by further order of the Court) with respect

to the solicitation of votes to accept or reject the Plan, voting on the Plan, objecting to the Plan, and pursuing confirmation of the Plan.

Event	Date
Voting Record Date	December 15, 2022
Solicitation Deadline	December 22, 2022
Date of Publication of Confirmation and Sale Hearing Notice	December 27, 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	January 16, 2023 at 4:00 p.m. CT
Deadline to File Rule 3018(a) Motions	January 16, 2023 at 4:00 p.m. CT
Event	Date
Deadline to Object to Rule 3018(a) Motions	January 20, 2023 at 4:00 p.m. CT
Plan Objection Deadline	January 20, 2023 at 4:00 p.m. CT
Voting Deadline	January 20, 2023 at 4:00 p.m. CT
Opt Out Deadline	January 20, 2023 at 4:00 p.m. CT
Deadline to File Voting Report	January 24, 2023 at 9:30 a.m. CT
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	January 24, 2023
Confirmation and Sale Hearing Date	January 26, 2023 at 9:30 a.m. CT

**III. Confirmation and Sale Hearing Notice, Confirmation and Sale Hearing, and Objections**

5. Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with proof of service, with the Court and served so that they are **actually**

**received** by the undersigned counsel and the following Notice Parties no later than the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

6. The deadline for the Plan Sponsors and/or other parties supporting confirmation of the Plan to file and serve a confirmation brief and a Reply or Replies, as appropriate, to Confirmation Objections is **January 24, 2023** and, if the Confirmation and Sale Hearing is adjourned, the deadline shall be the date that is three (3) business days prior to any such adjourned hearing date.

7. Service of the Confirmation and Sale Hearing Notice, substantially in the form attached hereto as Exhibit 7, upon all known holders of Claims against and Interests in the Debtors and the parties on the Rule 2002 list (as of the Voting Record Date) constitutes adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, of: (a) the Confirmation and Sale Hearing to consider approval of the Plan; (b) the manner in which a copy of the Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtors shall publish the Confirmation and Sale Hearing Notice on or prior to **December 27, 2022**, or as soon as practically possible thereafter, (i) in the national edition of the

*New York Times* or *USA Today*; and (ii) in any other regional or local publication within Dallas, Texas, as the Debtors deem necessary.

9. Publication of the Confirmation and Sale Hearing Notice as described herein shall constitute sufficient notice of the Confirmation and Sale Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**IV. Establishment of Voting Record Date, Disallowance of Claims for Voting Purposes, and Procedures for Temporary Allowance of Claims**

10. Pursuant to Bankruptcy Rule 3017(d), **December 15, 2022** shall be the Voting Record Date. The Plan Sponsors shall use the Voting Record Date for determining which holders of Claims are: (a) entitled to vote on the Plan and, thus, entitled to receive the Solicitation Package; or (b) not entitled to vote on the Plan and, thus, entitled to receive only the Confirmation and Sale Hearing Notice and a Non-Voting Status Notice and/or a Disputed Claim Non-Voting Status Notice (each of which will include an Opt Out Form).

11. With respect to any transferred claim, the transferee shall be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Regardless of the number of Claims obtained, each transferee shall be treated as a single creditor for purposes of the numerosity requirements of Bankruptcy Code section 1126(c) and the other procedures set forth in this Order.

12. In the event the Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been

met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which will include the Opt Out Form, substantially in the form attached hereto as Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan Sponsors and the other Notice Parties so as to be **actually received** no later than **January 16, 2023 at 4:00 p.m. (prevailing Central Time)**.

14. Any party having a Claim subject to a timely filed and served Rule 3018(a) Motion shall be permitted to cast a provisional Ballot to accept or reject the Plan. If, and to the extent that Plan Sponsors and such party are unable to resolve the issues raised by a Rule 3018(a) Motion prior to the Voting Deadline, then, at the Confirmation and Sale Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

15. The Plan Sponsors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court.

16. Nothing in this Order shall impact or limit the Plan Sponsors (or any other party in interest's) rights to object to any Proof of Claim or Rule 3018(a) Motion.

17. For the sake of clarity and to avoid any confusion, notwithstanding anything in this Order or any other Order of the Court to the contrary, with respect to the Plan and the Solicitation Packages, the Ballots delivered to holders of claims in Classes 5 and 6 under the Plan arising from Residency Agreements (as defined in the Plan) (herein, the “**Resident Claimants**”), shall be accompanied by a cover letter addressed specifically to each Resident

Claimant that conforms to the template attached hereto as Exhibit 9 (the “**Resident Claim Cover Letter**”), which is hereby approved. Notwithstanding the rejection of any Residency Agreements pursuant to Bankruptcy Code section 365, the Resident Claimants are not required to file a “Rejection Claim(s)” (as defined in the Plan) if such Resident Claimant(s) agree(s) with the proposed amount of the Resident Claimant’s Rejection Claim as set forth in the applicable Resident Claim Cover Letter. If a Resident Claimant disagrees with the proposed amount set forth in the Resident Claim Cover Letter, such Resident Claimant is required to file a Rejection Claim on or before the Rejection Damages Bar Date (as defined in the Plan). Further, Resident Claimants shall be permitted to vote the face amount of their scheduled claims, as set forth in the Ballots, with respect to the Plan, notwithstanding any designation of such claim as unliquidated, disputed or contingent in the Debtors’ schedules. For the avoidance of doubt, Resident Claimants do not need to file a motion under Bankruptcy Rule 3018 for the estimation of the value of such Class 5 and/or Class 6 claims, notwithstanding any designation of such claims as unliquidated, disputed or contingent in the Debtors’ schedules. Exclusively limited to voting and claims estimation purposes, if the amount of any Resident Claims within Class 5 under the Plan is to be challenged or valued at an amount other than the face value set forth on the Resident Claimant’s Ballot, then any such claim objection or claim estimation challenge to a Resident Claimant’s claim must be filed prior to the Voting Record Date.

**V. Approval of Solicitation Procedures**

18. The Plan Sponsors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as Exhibit 1, which are hereby approved in their entirety; *provided, however*, that the Plan Sponsors may amend or supplement the Solicitation Procedures (in consultation with Lifespace and the Committee or further order of the Court) where, in the Plan Sponsors’ best judgment, doing so would facilitate solicitation.

**A. Ballots and Non-Voting Status Notices with Opt Out Forms**

19. The Ballots (including voting instructions) to be distributed and used in connection with the solicitation of votes on, and confirmation of, the Plan, substantially in the forms attached hereto as Exhibit Group 2-B, are hereby approved.

20. Ballots shall be distributed to holders of Claims entitled to vote on the Plan, accompanied by a pre-addressed, postage prepaid return envelope. Holders of Claims entitled to vote on the Plan, will receive Ballots in the forms included in Exhibit Group 2-B.

21. With respect to Bondholders, the Voting Agent shall transmit Solicitation Packages for the beneficial holders of the Series 2015 Bonds and the Series 2017 Bonds (the “**Beneficial Owners**”) to all Nominees identified by the Voting Agent as an entity through which the Bondholders held the Series 2015 and/or Series 2017 Bonds as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Bondholders for whom the Nominee held bonds.<sup>3</sup> As part of the Solicitation Package, the Voting Agent shall transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form(s) attached to the Motion (the “**Beneficial Holder Ballots**”), and (b) a master ballot, as appropriate, substantially in the form(s) attached to the Motion (the “**Master Ballots**” and the Master Ballots collectively with the Beneficial Holder Ballots, the “**Bondholder Ballots**”). Such forms of Bondholder Ballots are included in Exhibit Group 2-B.

22. Each Nominee through which one or more Beneficial Owners holds the securities as of the Voting Record Date is hereby ordered to distribute the Solicitation Package to the Beneficial Owners for which they hold the securities within three (3) business days after receipt

<sup>3</sup> Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the beneficial holders for the purpose of recording the beneficial holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot

of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

- (a) **Master Ballots:** A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Voting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is received by the Voting Agent before the Voting Deadline. All Beneficial Owner Ballots returned by Beneficial Owners must be retained by Nominees for inspection for at least one year from the Voting Deadline.
- (b) **Pre-Validated Ballots:** A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating their participant name and DTC participant number and; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner, the amount of the securities held by the Nominee for such Beneficial Owner, and the applicable CUSIP number; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent via E-Ballot or in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Ballots were delivered should be maintained by the Nominee for inspection for at least one year from the Voting Deadline.

23. Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

24. The Plan Sponsors are not required to provide Solicitation Packages to holders of Claims, including holders or potential holders of unclassified claims, who are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Voting Agent shall distribute, as appropriate, a Non-Voting Status Notice, substantially in the forms attached hereto as Exhibit 4-B and Exhibit 4-C, or a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which notices are hereby approved, as the case may be, in lieu of a Solicitation Package. Holders of Claims receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice will also receive an Opt Out Form, substantially in the form attached hereto as Exhibit 6-B which such holders may complete and return to elect to opt-out of the consensual third-party releases set forth in the Plan. The Opt Out Forms clearly and conspicuously instruct the recipient of such for that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the Plan.

25. The Non-Voting Status Notices, inclusive of the Opt Out Form, provide sufficient notice of the injunction, exculpation, and release provisions in the Plan and provide holders of Claims and Interests with sufficient opportunity to elect to not (a) grant such third-party releases or (b) be treated as a Releasing Party. The Opt Out Form sufficiently alerts holders of Claims and Interests not entitled to vote of their right to make the election and the manner in which such election must be made, by submitting a duly completed Opt Out Form to the Voting Agent in accordance with the instructions provided on the Opt Out Form.

26. Further, the Plan Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

**B. Approval of the Form and Distribution of Solicitation Packages**

27. The Plan Sponsors are authorized to transmit, or cause to be transmitted, Solicitation Packages to holders of Claims entitled to vote on the Plan on or before **December 22, 2022**, or as soon as practically possible thereafter (the “**Solicitation Deadline**”). Solicitation Packages shall include the following materials:

- (a) The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;
- (b) the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including any letters which are otherwise approved by the Court after notice in support of the Plan.

28. The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims

<sup>4</sup> For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Plan, which includes Class 2 and Class 4 Claims. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).

that are entitled to vote to accept or reject the Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy

Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject the Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

29. The Plan Sponsors are authorized, but not directed, to distribute the materials included in the Solicitation Packages, excluding Ballots and the Confirmation and Sale Hearing Notice in electronic format, which may include providing the materials (i) via compact-disc or flash drive or (ii) via online download. Any recipient of a Solicitation Package in electronic format who wishes to receive hard copies may request such hard copies from KCC in the manner provided in the Solicitation Packages.

30. Holders of Claims that have filed duplicate Claims in any given Class shall be entitled to receive only one Solicitation Package for the Plan and allowed one Ballot for voting their Claims with respect to that Class.

**C. No Notice or Transmittal Necessary**

31. The Plan Sponsors are not required to send Solicitation Packages, individual solicitation materials, or other notices to (a) any creditor that filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid to such creditor on account of such Proof of Claim or (b) the holder of a Claim that has been disallowed in full by order of the Court.

32. The Plan Sponsors are not required to give notice of any kind to any Person or Entity to whom the Plan Sponsors mailed the Disclosure Statement Hearing Notice and received the Disclosure Statement Hearing Notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Plan Sponsors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address.

33. The Plan Sponsors are not required to attempt to re-deliver Solicitation Packages, Confirmation and Sale Hearing Notices, and Non-Voting Status Notices (including Opt Out Forms) that are returned as undeliverable if the Plan Sponsors have not been timely provided with corrected address information by such parties.

#### **VI. Procedures for Vote Tabulation**

34. Any timely received Ballot that contains sufficient information to permit the identification of the holder of a Claim and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan, subject to the following exceptions:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (f) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed

by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;

- (g) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (h) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (i) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (j) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (k) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims; and
- (l) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.
- (m) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings

and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest.

- (n) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

35. The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

36. If a holder of a Claim that is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

37. The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsors, any

defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

38. The Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail [to EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

39. Under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in this Order.

40. Any duplicate Ballot shall be counted only once.

41. If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

42. Claim splitting is not permitted.

43. The deadline for the Voting Agent to file its voting report shall be **January 24, 2023 at 9:30 a.m. (prevailing Central Time)**.

#### **VII. Approval of the Notice of Filing of the Plan Supplements of the Plan Sponsors**

44. The Plan Sponsors are authorized to send the notice of the filing of the Plan Supplement, substantially in the form attached hereto as Exhibit 8-B. Notwithstanding the foregoing, the Plan Sponsors may amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the Plan.

#### **VIII. Miscellaneous**

45. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth herein constitutes adequate and sufficient notice of the Confirmation and Sale Hearing, and no further notice is necessary.

46. The Plan Sponsors, and KCC, are authorized to take all actions necessary to implement the relief granted in this Order.

47. To the extent there is any conflict or inconsistency between the terms of this Order and the terms set forth in the Ballots, the Non-Voting Status Notices, the Confirmation and Sale

Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

48. The Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and any other materials in the Solicitation Packages prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

49. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

51. Copies of the Plan, the Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.

**### END OF ORDER ###**

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**Exhibit 1**  
**(Solicitation Procedures)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**SOLICITATION PROCEDURES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”) entered an order approving the Disclosure Statement. *See* Docket No. [•].

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the Court entered an order (the “**Solicitation Procedures Order**”), among other things, (i) authorizing Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) to serve and act as the Voting Agent with respect to the Plan;<sup>2</sup> (ii) establishing the voting record date and other related dates in connection with confirmation of the Plan; (iii) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (iv) approving the manner and forms of notice and related documents; and (v) granting related relief. *See* Docket No. [•].

**A. The Voting Record Date**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to such terms in the Plan.

The Court has approved **December 15, 2022**, as the record date for purposes of determining which holders of Claims are entitled to vote on the Plan (the “**Voting Record Date**”).

## **B. The Voting Deadline**

The Court has established **January 20, 2023, at 4:00 p.m. prevailing Central Time** as the voting deadline (the “**Voting Deadline**”) with respect to the Plan.

To be counted as votes to accept or reject the Plan, all ballots and master ballots (each a “**Ballot**” and collectively, the “**Ballots**”) must be properly executed, completed, and *actually received* by no later than the Voting Deadline by the Voting Agent.

## **C. Ballots and Notices of Non-Voting Status**

### **1. Ballots**

The Ballots to be used for the solicitation of votes on, and confirmation of, the Plan, shall be substantially in the form(s) attached to the Solicitation Procedures Order as Exhibit Group 2-B, with respect to the Plan. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote no later than **December 22, 2022**. Ballots will be accompanied by a pre-addressed, postage prepaid return envelope and instructions for submission of votes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes).

### **2. Notices of Non-Voting Status and Disputed Claim Non-Voting Status**

Notices of non-voting status, including the Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 4-B and Exhibit 4-C and the Disputed Claims Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 5-B, shall be distributed to parties that are not entitled to vote to accept or reject the Plan. Such notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (with the exception of the Ballot). Additionally, parties not entitled to vote shall receive Opt-Out Forms that such holders **MUST** complete and return if they desire to (i) elect to opt-out of the consensual third-party releases and other provisions set forth in Section 8 of the Plan; and (ii) avoid being treated as a Releasing Party, as that term is defined in the Plan.

## **D. Content, General Transmittal of Solicitation Packages, and Notice of Confirmation and Sale Hearing**

### **1. The Solicitation Package**

The solicitation package (the “**Solicitation Package**”) will include the following:

- a. The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;

- b. the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including any letters which are otherwise approved by the Court after notice in support of the Plan.

## **2. Distribution of the Solicitation Packages**

As stated above, the Solicitation Packages shall provide the Disclosure Statement (and exhibits attached thereto, including the Plan and the order approving the Disclosure Statement) and the Plan Sponsors may transmit such materials via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download. Only the Ballot and the Confirmation and Sale Hearing Notice shall be provided in paper format.<sup>3</sup> Any party that receives the materials in electronic format but would prefer hard copies may contact the Voting Agent retained by the Debtors in the Chapter 11 Cases by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. Copies may also be obtained for a fee via PACER at <http://www.txnb.uscourts.gov>.

The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

The Plan Sponsors shall endeavor, to the extent possible, to ensure that holders of more than one Claim or Interest in a single Voting Class receive no more than one Solicitation Package on account of such Claim(s) or Interest(s).

<sup>3</sup> Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.

## **E. Voting and Tabulation Procedures**

### **1. Holders of Claims Entitled to Vote**

Only holders of Claims in Classes 2, 4, 5, and 6 are entitled to vote to accept or reject the Plan pursuant to Bankruptcy Code section 1126.

## 2. Voting Options

The Plan Sponsors may accept (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via email [to EdgemereBallots@kccllc.com](mailto:to_EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the Plan through a Nominee can (i) return their Beneficial Holder Ballot, or otherwise as instructed by their Nominee, with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including the votes to accept or reject the Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

Instructions for Ballot submissions accompany the Ballots.

## 3. Tabulation of Votes

Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the Plan Sponsors’ rights in any other context, each Claim entitled to vote to accept or reject the Plan shall be in an amount determined by the following procedures:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (j) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;

- (k) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (l) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (m) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;
- (n) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (o) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (p) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to  

vote;
- (q) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (r) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote

on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims;

- (s) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (t) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and
- (u) Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

If a holder of a Claim is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

#### **4. Tabulation of Master Ballots**

The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the

extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

#### 5. **Ballots not Counted**

In addition, under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in the Solicitation Procedures Order.

If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the Claim holder's intent and, thus, will supersede any prior Ballot(s); *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

If no votes are returned for a Class of Claims entitled to vote on the Plan, such Class shall be deemed to have accepted the Plan.

The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsor(s) any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

Subject to any contrary order of the Court and except as otherwise set forth herein, the Plan Sponsors may waive any defects or irregularities as to any particular Ballot at any time,

either before or after the Voting Deadline, and any such waiver(s) shall be documented in the Voting Agent's Voting Report.

**6. The Voting Report**

The Voting Agent shall file its Voting Report no later than **January 24, 2023, at 9:30 a.m. prevailing Central Time.**

**F. Amendments to the Plan and Solicitation Procedures**

The Plan Sponsors reserve the right to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors, as applicable, reserve the right to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, the Plan Supplement Notice, and any other materials in the Solicitation Package prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated: December [ ],  
2022 Dallas, Texas

**POLSINELLI PC**

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COUNSEL TO UMB BANK, N.A. AS  
TRUSTEE AND DIP LENDER

84227327.12

**Exhibit Group 2-B**

**(Ballots for Holders of Claims in Classes 2, 4, 5, and 6)**



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Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**GENERAL UNSECURED CLAIM BALLOT**  
87096147.3

**PAGE 1**

**PLEASE READ AND FOLLOW THE ENCLOSED  
INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS  
BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 879] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures (Exhibit 1 to the Solicitation Procedures Order.)

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**GENERAL UNSECURED CLAIM BALLOT**  
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subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This General Unsecured Claims Ballot is to be used for voting of Claims held by holders of Class 4 General Unsecured Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the

Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-

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Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**The General Unsecured Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This General Unsecured Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR**

**MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED,  
DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

GENERAL UNSECURED CLAIM BALLOT

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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
3. **Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 4 General Unsecured Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Class 4 General Unsecured Claim against the Debtors in the following aggregate amount:<sup>3</sup>

\$

- Item 2. Vote on Plan (check only one box). ACCEPT**  
(vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;
- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and

- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

3 For voting purposes only, subject to tabulation rules.

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Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street  
Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**If by E-Ballot Portal:**

Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0199  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BENEFICIAL OWNER BALLOT AND RELEASE  
OPT OUT FORM FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, Solicitation Procedures, and this Beneficial Owner Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this Beneficial Owner Ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 9670269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is to be used for voting of Claims held by the record or beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General Unsecured Claims as of December 15, 2022 (the “**Voting Record Date**”) with the CUSIP

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

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indicated by your broker, bank, dealer, or other agent (each, a “Nominee”) on Annex A attached hereto.

In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee). **The deadline for the receipt by the Voting Agent of pre-validated Beneficial Owner Ballots and Master Ballots cast on behalf of Beneficial Owners is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors.**

**The Beneficial Owner Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim, which is a Class 4 General Unsecured Claim, shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN THE PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED**

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY,**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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## INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement, including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL OWNER BALLOT.**

In order for your Class 2 Bond Claim and Class 4 General Unsecured Claim vote to be counted, the Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee) in sufficient time for such Nominee to timely cast votes to accept or reject the Plan on behalf of the beneficial holders on the Master Ballot by the Voting Deadline.

**Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (except as instructed by your Nominee).**

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you have a Claim in Class 2 Bond Claim and Class 4 General Unsecured Claim, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. Complete the information requested in Item 4;
- e. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 5. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- f. If you hold other Class 2 Bond Claims and Class 4 General Unsecured Claims or Claims in other Classes you may receive more than one Ballot. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive;

g. You must vote all your Claims under the Plan either to accept or reject the Plan;

**[CUSIP AS INDICATED ON ATTACHED ANNEX**

**A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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- h. If more than one timely, properly completed Beneficial Owner Ballot is received, only the last, properly completed Beneficial Owner Ballot received will be counted, unless the holder of the Claim receives Bankruptcy Court approval otherwise;
- i. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- j. Provide your name, mailing address, and any remaining information requested;
- k. Sign and date your Beneficial Owner Ballot; and
- l. Return your Beneficial Owner Ballot with an original signature using the enclosed pre-addressed return envelope (or otherwise in accordance with the instructions of your Nominee).
- m. No Beneficial Owner Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.

**IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (866) 967-0269 (TOLL-FREE) OR +1 (310) 751-2669 (INTERNATIONAL), AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM OR BY E-MAILING [EDGEMEREINFO@KCCLLC.COM](mailto:EDGEMEREINFO@KCCLLC.COM) WITH A REFERENCE TO “EDGEMERE” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE**

**BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND  
WILL NOT, PROVIDE LEGAL ADVICE.**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Class 2 Bond Claim and Class 4 General Unsecured Claim.** The undersigned hereby certifies that as of the December 15, 2022 Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class 2 Bond Claim and Class 4 General Unsecured Claim in the following principal amount (insert amount in box below). If you do not know the principal amount of Claim held, please contact your Nominee immediately.

Amount:        \$ _____
-------------------------

**Item 2. Vote on the Plan.** The beneficial owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 hereby votes to:

- Check one box:                Accept the Plan
- Reject the Plan

**Item 3. Certification as to Class 2 Bond Claims held in Additional Accounts.** By completing and returning this Beneficial Owner Ballot, the beneficial owner certifies that either (i) it has not submitted any other Beneficial Owner Ballots for other Class 2 Bond Claims held in other accounts or other record names with respect to the Plan or (ii) it has provided the information specified in the following table for all other Class 2 Bond Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS 2 BOND CLAIMS AND CLASS 4 GENERAL UNSECURED CLAIMS BENEFICIAL OWNER BALLOTS OTHER THAN THIS BENEFICIAL OWNER BALLOT WITH RESPECT TO THE PLAN.

Name of Record Holder or Nominee (if applicable)	Account Number with Other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted	CUSIP of Other Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted

**Item 4. Opt Out of Releases.**

Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

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Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

Eli **OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 5. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 certifies that a copy of the Disclosure Statement and the Plan has been received and reviewed by the undersigned.

Print or Type Name of Claimant:

---

---

Signature:

---

Name of Signatory (if different than claimant):

---

If by Authorized Agent, Title of Agent:

---

Street Address:

---

City, State, Zip Code:

---

Telephone Number:

---

E-mail Address:

---

Date Completed:

**PLEASE RETURN YOUR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS YOU RECEIVED WITH YOUR SOLICITATION PACKAGE.**

**IN ORDER TO COUNT, YOUR BALLOT OR A MASTER BALLOT CONTAINING YOUR VOTE MUST BE RECEIVED NO LATER THAN JANUARY 20, 2023 BY THE 4:00 P.M. (PREVAILING CENTRAL TIME) VOTING DEADLINE**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**ANNEX A**

*Please check ONE box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains. Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains, or otherwise provided that information to you on a label or schedule attached to this Beneficial Owner Ballot.*

<b>Class 2 Bond Claims; Class 4 General Unsecured Claims (Bond Deficiency Claim)</b>	
<input type="checkbox"/>	<b>87638REJ2</b>
<input type="checkbox"/>	<b>87638REK9</b>
<input type="checkbox"/>	<b>87638REL7</b>
<input type="checkbox"/>	<b>87638REM5</b>
<input type="checkbox"/>	<b>87638REN3</b>
<input checked="" type="checkbox"/>	<b>87638RES2</b>
<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REW3</b>
<input type="checkbox"/>	<b>87638RHV2</b>



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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**MASTER BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**VOTING DEADLINE**

**IN ORDER TO COUNT, THIS MASTER BALLOT MUST BE RECEIVED BY THE VOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 20, 2023**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Master Ballot carefully before you submit this Master Ballot.**

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:edgemereinfo@kccllc.com) with a reference to “Edgemere” in the

subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Master Ballot is to be used by you as Nominee, or as the proxy holder of a Nominee for the beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.



Unsecured Claims, to transmit to the Voting Agent the votes of such Beneficial Owners in respect of their Class 2 Bond Claims and Class 4 General Unsecured Claims to accept or reject the Plan.

In order for the votes of such Beneficial Owners to be counted, this Master Ballot must be properly completed, signed, and returned. **The deadline for the receipt by the Voting Agent of Master Ballots is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended.**

**The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR  
CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**BOND CLAIMS MASTER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

**BOND CLAIMS MASTER BALLOT**

CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

BOND CLAIMS MASTER BALLOT

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*[Remainder of the page intentionally left blank.]*

## INSTRUCTIONS FOR COMPLETING THE BALLOT

### VOTING DEADLINE AND MASTER BALLOT SUBMISSION

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

<b>If by standard or overnight mail or hand delivery:</b>  Northwest Senior Housing Corporation Solicitation c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<b>If by email:</b>  <a href="mailto:EdgemereBallots@kccllc.com">EdgemereBallots@kccllc.com</a> with a reference to “Edgemere Plan Master Ballot” in the subject line
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Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (other than by e-mail to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com) with a reference to “Edgemere Plan Master Ballot” in the subject line).

The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.

### HOW TO VOTE:

If you are both the record owner and the Beneficial Owner of any principal amount of the Class 2 Bond Claims and Class 4 General Unsecured Claims and you wish to vote on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any Beneficial Owners of Class 2 Bond Claims other than yourself, you may either:

- a. “Pre-validate” the individual Beneficial Owner Ballot contained in the solicitation package and then forward the “Solicitation Package,” including the Disclosure Statement, the Plan, and all other exhibits thereto, a Confirmation Hearing Notice, a copy of the Solicitation Procedures Order, without attachments, other than Exhibit 1, and a Beneficial Owner Ballot to Beneficial Owners holding Class 2 Bond Claims for voting within three (3) business days after your receipt of the solicitation materials, along with clear instructions stating that Beneficial Owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The Beneficial Owner should then return the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials.

**BOND CLAIMS MASTER BALLOT**

You “pre-validate” a Beneficial Owner Ballot by indicating thereon the name, address, and DTC participant number of the record holder of the Class 2 Bond Claims, the amount of the Class 2 Bond Claims held by the Beneficial Owner as of the Voting Record Date, the appropriate account numbers through which the Beneficial Owner’s holdings are derived, and the applicable CUSIP number, and executing the Beneficial Owner Ballot. The Beneficial Owner should complete and return the pre-validated Beneficial Owner Ballot directly to the Voting Agent;

OR

- b. Within three (3) business days after the receipt of the solicitation materials, forward the solicitation materials to the Beneficial Owner of the Class 2 Bond Claims for voting along with a return envelope provided by and addressed to you, as the Nominee. The Beneficial Owner should return the individual Beneficial Owner Ballot to you. In such case, you will tabulate the votes of the respective Beneficial Owners on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. You should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to you by a date calculated by you to allow you to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.
- c. In addition, you are authorized to collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

**WITH RESPECT TO ALL BENEFICIAL OWNER BALLOTS RETURNED TO YOU, YOU MUST PROPERLY COMPLETE THE MASTER BALLOT, AS FOLLOWS:**

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the Class 2 Bond Claims and Class 4 General Unsecured Claims. To identify such Beneficial Owners without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS CLASS 2 BOND CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTE.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an

**BOND CLAIMS MASTER BALLOT**

acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each Beneficial Owner in Item 3 of each completed Beneficial Owner Ballot relating to other Class 2 Bond Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, you must retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline and produce the same upon the written request of the Plan Sponsors, the Debtors, the Reorganized Debtors, or their respective counsel. You must also retain a list of the Beneficial Owners to whom pre-validated Ballots were delivered for inspection for at least one year from the Voting Deadline.
- i. The Master Ballot is *not* a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time, Beneficial Owners should not surrender certificates representing their securities. Neither the Plan Sponsors, the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.
- j. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.
- k. No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. Upon written request, however, the Plan Sponsors will reimburse you for reasonable, actual, and necessary out-of-pocket expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to the Beneficial Owners of Class 2 Bond Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Owner Ballots.
- l. In the event that (i) the Plan Sponsors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn

BOND CLAIMS MASTER BALLOT

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without any requirement of affirmative action by or notice to you.

- m. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature; and (v) any Ballot transmitted to the Voting Agent by facsimile, or electronic transmission, or other electronic means (other than Master Ballots which are entitled to vote via electronic mail). An otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan or indicating both acceptance and rejection of the Plan will not be counted.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PLAN SPONSORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE PLAN SPONSORS, THE DEBTORS, OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

*[Remainder of the page intentionally left blank.]*



**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of December 15, 2022 (the “**Voting Record Date**”), the undersigned (please check appropriate box):

- Is a broker, bank, or other agent or nominee for the Beneficial Owners of the aggregate principal amount of the Class 2 Bond Claims listed in Item 2 below, and is the record holder of such securities; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other agent or nominee, or a Beneficial Owner that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other agent or nominee, or a Beneficial Owner, that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below;

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Class 2 Bond Claims held by the Beneficial Owners of the Class 2 Bond Claims described in Item 2.

**Item 2. Vote.** The undersigned transmits the following votes of Beneficial Owners in respect of the Class 2 Bond Claims and certifies that the following Class 2 Bond Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Owners of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Owner must vote all of its Class 2 Bond Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan.

**ONLY ONE MASTER BALLOT SHOULD BE USED PER CUSIP. PLEASE CHECK THE APPLICABLE BOX BELOW TO INDICATE WHICH CUSIP IS VOTED WITH THIS MASTER BALLOT:**

Class 2 Bond Claims			
<input type="checkbox"/>	<b>87638REJ2</b>	<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REK9</b>	<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REL7</b>	<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REM5</b>	<input type="checkbox"/>	<b>87638REW3</b>

**BOND CLAIMS MASTER BALLOT**

<input type="checkbox"/>	87638REN3	<input type="checkbox"/>	87638RHV2
<input checked="" type="checkbox"/>	87638RES2		

Your Customer Account Number for Each Beneficial Owner of Class 2 Bond Claims Voted	Principal Amount of Class 2 Bond Claims Held by Beneficial Owner as of Voting Record Date	Item 2		Item 4	
		Indicate the vote cast on the Beneficial Owner Ballot by checking the appropriate box below.		Releases - Please check the box below if the Beneficial Owner checked the box in Item 4.	
		Accept the Plan	or		Reject the Plan
1	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTALS</b>	\$				

To vote on the Plan, the Beneficial Owner must have checked a box in Item 2 to ACCEPT or REJECT the Plan on its individual Beneficial Owner Ballot. If the Beneficial Owner did not check a box in Item 2 on its individual Beneficial Owner Ballot, by order of the Bankruptcy Court its vote will not be counted.

**Item 3. Certification as to Transcription of Information from Item 3 as to Class 2 Bond Claims and Class 4 General Unsecured Claims Voted Through Other Beneficial Owner Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 3 of each Beneficial Owner’s original Beneficial Owner Ballot, identifying any Class 2 Bond Claims and Class 4 General Unsecured Claims for which such Beneficial Owners have submitted other Beneficial Owner Ballots to other than the undersigned (use additional sheets of paper if necessary):

Your Customer Account Number for Each Beneficial Owner of Class 2 Bonds Claims and Class 4 General Unsecured Claims Who Completed Item 3 of the Beneficial Owner Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOTS:			
	Name of Record Holder or Other Nominee (if applicable)	Account Number with other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims and Class 4 General Unsecured Claims Voted	CUSIP of Other Class 2 Bond Claims Voted
1.				
2.				
3.				

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- a. each Beneficial Owner of Class 2 Bond Claims and Class 4 General Unsecured Claims listed in Item 2 above has been provided with a Solicitation Package with a Beneficial Owner Ballot (or other customary communication used to solicit or collect votes in lieu of a Beneficial Owner Ballot) to Beneficial Owner holding Class 2 Bond Claims through the undersigned with a return envelope;
- b. the undersigned is the record holder of the securities being voted or agent thereof;
- c. the undersigned has been authorized by each such Beneficial Owner to vote on the Plan and to make applicable elections;
- d. the undersigned has properly disclosed: (i) the number of Beneficial Owners voting Class 2 Bond Claims and Class 4 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 2 Bond Claims and Class 4 General Unsecured Claims owned by each such Beneficial Owner; (iii) each such Beneficial Owner’s respective vote concerning the Plan; and (iv) the customer account or other identification number for each such Beneficial Owners;
- e. the undersigned will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one (1) year after the Voting Deadline, and disclose all such information to the Bankruptcy Court, the Plan Sponsors or the Debtors, as the case may be, if so ordered; and
- f. The undersigned further acknowledges that the Plan Sponsors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

**BOND CLAIMS MASTER BALLOT**

Print or Type Name of Nominee:

DTC Participant Number:

Name of Proxy Holder or Agent (if applicable):

Signature:

Name of Signatory (if different than Nominee):

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code:

Telephone Number:

E-mail Address: \_\_\_\_\_

Date Completed:



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Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
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[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and  
Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup> Debtors.

Chapter 11  
Case No. 22-30659 (MVL)  
(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Former Resident Claims (Class 5) and Current Resident Claims (Class 6)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot (the “**Resident Claims Ballot**”) is for holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Resident Claims Ballot is to be used for voting of Claims held by holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**RESIDENT CLAIMS BALLOT**  
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**The Resident Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Resident Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 5 Resident Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 5 AND CLASS 6**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Class 5 Former Resident Claims will be treated as follows:**

The Residency Agreements of Former Residents shall be rejected, and the holders of Allowed Class 5 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim. Former Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Former Residents) shall receive Cash from the Residents Trust within sixty (60) days of the Effective Date, or as soon as practicable thereafter, in an amount equal to their Refund Claim.

**Class 6 Current Resident Claims will be treated as follows:**

The Residency Agreements of Current Residents shall be rejected, and the holders of Allowed Class 6 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured Claim. Current Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Current Residents) shall receive payment of their Refund Claim from the Residents Trust within sixty (60) days of the Refund Trigger Date.

**As described in more detail in the Disclosure Statement, if you choose to opt-out of the Lifespace Release, your claim will be treated as a Class 4 General Unsecured Claim, and, if the Plan is confirmed and the Effective Date occurs,**

**Class 4 General Unsecured Claims will be treated as follows:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

**RESIDENT CLAIMS BALLOT**  
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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR**

**RESIDENT CLAIMS BALLOT**  
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**RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**RESIDENT CLAIMS BALLOT**  
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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER**

**KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS  
OF, AND**

**RESIDENT CLAIMS BALLOT**  
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**PAGE 8**

**RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

**RESIDENT CLAIMS BALLOT**  
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**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

*[Remainder of the page intentionally left blank.]*

**RESIDENT CLAIMS BALLOT**  
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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
- 3. Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 5 or Class 6 Resident Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Claim in the following class (check only one box) in the following aggregate amount: 3

Class 5 Former Resident Claim

Class 6 Current Resident Claim

\$

**Item 2. Vote on Plan (check only one box).**

ACCEPT (vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect to opt out of the Lifespace Settlement and elect not to grant the releases contained in Section 8.3 of the Plan. If you opt out, your claim will be treated as a Class 4 Claim. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the Lifespace Settlement and the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;

<sup>3</sup> For voting purposes only, subject to tabulation rules.

- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**RESIDENT CLAIM BALLOT**  
Error! Unknown document property name.

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**If by E-Ballot Portal:**

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Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

**Exhibit 3**

**(Disclosure Statement Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to Plan Sponsors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF  
(I) DISCLOSURE STATEMENT IN SUPPORT OF JOINT PLAN  
OF REORGANIZATION PROPOSED BY THE COMMITTEE AND THE  
DEBTORS AND RELATED SOLICITATION MATERIALS AND NOTICES,  
(II) DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION  
PROPOSED BY TRUSTEE AND DIP LENDER AND RELATED SOLICITATION  
MATERIALS AND NOTICES, AND (III) BIDDING PROCEDURES, STALKING**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**HORSE ASSET PURCHASE AGREEMENT AND RELATED NOTICES IN CONNECTION WITH THE PLAN PROPOSED BY TRUSTEE AND DIP LENDER**

**PLEASE TAKE NOTICE THAT** Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) and the official committee of unsecured creditors (the “**Committee**”) in the above-captioned chapter 11 cases have filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Committee and Debtor Plan**”)<sup>2</sup> and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Committee and Debtor Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE THAT** UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Plan Sponsors**”) have filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan Sponsors’ Plan**”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Plan Sponsors’ Disclosure Statement**”); (iii) the *Motion of the Trustee and DIP Lender for Entry of an Order Approving Disclosure Statement and Granting Related Relief*, dated November 2, 2022 [Docket No. 754] (the “**Plan Sponsors’ Disclosure Statement Motion**”) and (iv) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief*, dated November 2, 2022 [Docket No. 755] (the “**Bidding Procedures Motion**”).

**Each of the Debtors and the Committee on the one hand and the Plan Sponsors on the other have proposed their own plan of reorganization. As explained in the respective disclosure statements, Section 8 of each plan contains releases and related injunction and exculpation provisions, which will become effective if the applicable Plan is confirmed. You should carefully review each plan and the applicable releases, exculpation, injunction, and related provisions. If you do not agree to such provisions, you MUST take action to opt-out by filling out and timely submitting an “OPT-OUT FORM” for each plan that will be provided to all parties prior to the hearing to consider approval and confirmation of the Committee and Debtor Plan and the Plan Sponsors’ Plan which hearing is scheduled to be conducted on January 10, 2023 at 9:30 a.m. (prevailing Central Time).**

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective Disclosure Statement or the Plan, as applicable, or as the context otherwise requires.

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**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before Judge Michelle V. Larson **November 30, 2022, at 1:30 p.m. (prevailing Central Time)**, to consider entry of an order, determining, among other things, that the Committee and Debtor Disclosure Statement and the Plan Sponsors’ Disclosure Statement each contain “adequate information” within the meaning ascribed to such term in Bankruptcy Code section 1125 and approving the Committee and Debtor Disclosure Statement and Plan Sponsors’ Disclosure Statement. Please be advised that the Disclosure Statement Hearing may be adjourned or continued from time to time by the Bankruptcy Court, the Debtors and the Committee or the Plan Sponsors without further notice other than as indicated in any notice or agenda of matters scheduled that is filed with the Bankruptcy Court or by being announced in open court. If the Disclosure Statement Hearing is continued with respect to either the Committee and Debtor Disclosure Statement or the Plan Sponsors’ Disclosure Statement, the applicable plan proponent will cause to be posted the new date and time of the Disclosure Statement Hearing at <https://kccllc.net/edgemere>. Each disclosure statement and plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

2. The Plan Sponsors’ Plan contemplates the sale of the Debtors’ assets subject to a marketing and sale process. Accordingly, at the Disclosure Statement Hearing, the Plan Sponsors will present their Bidding Procedures Motion, pursuant to which the Plan Sponsors will request Court approval for the sale process described therein.

3. You may participate in this hearing in-person or via Webex. (by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015. A copy of the WebEx Hearing Instructions are attached hereto as Exhibit A.

4. Any party in interest wishing to obtain a copy of the (i) Committee and Debtor Disclosure Statement and Committee and Debtor Plan; (ii) Plan Sponsors’ Disclosure Statement and Plan Sponsors’ Plan; (iii) the Plan Sponsors’ Disclosure Statement Motion and/or (iv) the Plan Sponsors’ Bidding Procedures Motion (collectively, the “**Documents**”) should contact Kurtzman Carson Consultants LLC, (“**KCC**” or the “**Voting Agent**”), by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [at EdgemereInfo@kccllc.com](mailto:atEdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. Interested parties may also review these Documents free of charge at <http://www.kccllc.net/edgemere>.

5. In addition, the Documents are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: <http://www.txnb.uscourts.gov>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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6. As required by the Bankruptcy Court's Order (I) Shortening Notice Periods with Respect to Disclosure Statements and Scheduled Disclosure Statement Hearing; (II) Establishing Objection Deadline; and (III) Granting Related Relief entered on November 2, 2022 [Docket No. 749], objections, if any, to approval of the (i) Committee and Debtor Disclosure Statement; (ii) Plan Sponsors' Disclosure Statement; and/or (iii) the Bidding Procedures must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the respective plan proponents, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court, and served so that they are **actually received** by the following parties no later than **November 28, 2022 at 11:59 p.m. (prevailing Central Time)**: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for Plan Sponsors, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order.

**7. IF AN OBJECTION TO THE DISCLOSURE STATEMENT(S) OR THE BIDDING PROCEDURE MOTION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE COMMITTEE AND DEBTOR DISCLOSURE STATEMENT AND THE PLAN SPONSORS' DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND THE BIDDING PROCEDURES MOTION AND MAY NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

**0. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON EITHER LAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE RESPECTIVE DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE BANKRUPTCY COURT.**

[Signatures on Following Page]

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| [87265405.](#)  
2

Dated: November 2, 2022  
Dallas, Texas

**HAYES AND BOONE, LLP**

/s/ J. Frasher Murphy  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com) [erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Plan Sponsors*

**POLSINELLI PC**

/s/ Trinitee G. Green  
Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro  
Hac Vice*)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to the Debtors and Debtors in  
Possession*

**Exhibit 4-B**

**(Nonvoting Status Notice – Unimpaired Claims)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

Under the Plan, your Claim has been classified in one of the following Unimpaired Classes:

Class	Impairment	Entitled to Vote
Class 1 – Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3 – Other Secured Claims	Unimpaired	No (Deemed to accept)

You hold an Unimpaired Claim that will be paid in full to the extent such Claim is Allowed. **Holders of Unimpaired Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
 c/o Kurtzman Carson Consultants LLC  
 222 N. Pacific Coast Highway, Suite 300  
 El Segundo, CA 90245

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform).

For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do \_\_\_\_\_

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:

[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “**Opt Out Form**” on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION**

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**WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE**

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**DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS**

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**PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,**

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**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS,**

**INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL  
ADVISORS,**

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**AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**Exhibit 4-C**

**(Nonvoting Status Notice – Unclassified Claims)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
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J. Frasher Murphy (SBN 24013214)  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) approving the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

In compliance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, the Diminution Claim and U.S. Trustee Fees are not classified under the Plan. Accordingly, your Claim has been Unclassified and will be paid in full to the extent such Claim is Allowed. **Holders of Unclassified Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance:

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you **MUST** affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**" on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

### Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

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**Exhibit 5-B**

**(Disputed Claim Non-Voting Status Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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In re: Chapter 11  
Case No. 22-30659 (MVL)  
Northwest Senior Housing Corporation, *et* (Jointly Administered)  
*al.*,<sup>1</sup> Debtors.

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**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

**You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan in accordance with Bankruptcy Rule 3018.**

Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242.

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Litespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**" on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

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<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

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**Exhibit 6-B**  
**(Opt Out Form)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
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[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
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[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**OPT OUT ELECTION FORM FOR NON-VOTING CLAIMS**

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

time, the “Plan”).<sup>2</sup> Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting this form on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “Opt Out Deadline”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT,**

<sup>2</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

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**REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR**

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**RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

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**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN**

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**CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND**

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**ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**PLEASE READ THE FOLLOWING:**

If you do not wish to be a “**Releasing Party**” (as defined in the Plan) and grant the releases set forth in the Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form is timely submitted to the Voting Agent before the Opt Out Deadline expires.

**If you do not submit this completed and signed “Opt Out Form” to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**

**Item 1. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law.

The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;
- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified

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below have been submitted with respect to the Plan or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**IF YOU WISH TO OPT OUT, YOU MUST COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME):**

<b>VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:</b>	<b>VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

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### **E-Ballot Voting Instructions**

To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) by visiting <http://www.kccllc.net/edgmerge>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:

Unique E-Ballot ID#:

PIN#:

If you are unable to use the E-Ballot portal or need assistance in completing and submitting your Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or (310) 751-2669 (International) or by e-mail [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com). Holders who cast an Opt Out Form using the Voting Agent’s E-Ballot portal should NOT also submit a paper Opt Out Form.

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**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING REGARDING (I) CONFIRMATION OF THE FIRST AMENDED PLAN OF REORGANIZATION OF THE PLAN SPONSORS DATED DECEMBER 6, 2022; (II) APPROVAL OF THE SALE TRANSACTION; AND (III) RELATED VOTING AND OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [•]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [•]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan, and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video**

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<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

### **CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date is **December 15, 2022** (the “**Voting Record Date**”), which is the date for determining which holders of Claims and Interests are entitled to vote on the Plan.

**Voting Deadline.** The deadline for voting on the Plan **January 20, 2023, at 4:00 p.m. prevailing Central Time** (the “**Voting Deadline**”). If you received a Solicitation Package including a Ballot and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by Kurtzman Carson Consultants LLC (the “**Voting Agent**”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER SUCH PROVISIONS UNDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING A FORM TO “OPT-OUT” OF SUCH RELEASES AND RELATED PLAN PROVISIONS.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing **must**: (a) be in writing; (b) comply with the

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Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors' Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

#### **ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package(s) with respect to the Plan are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line. You may also obtain such information for free by visiting the case website at <http://www.kccllc.net/edgemere> or for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**The Plan Supplement.** The Plan Sponsors will file the Plan Supplement (as defined in the Plan) on or before **January 16, 2023** and will serve notice on all holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties of the filing of the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

#### **BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE CONFIRMED PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

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Dated:, 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
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– and –

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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Facsimile: (212) 684-0197  
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*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*

J. Frasher Murphy  
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State Bar No. 24116265  
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[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 8-B**

**(Plan Supplement Notice)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

*Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [●]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [●]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT**, as contemplated by the Plan, the Plan Sponsors filed the Plan Supplement with the Court on [●], 2022 [Docket No. [●]]. The Plan Supplement contains the following documents (as defined in the Plan): (i) the Litigation Trust Agreement; (ii) Residents Trust Agreement; (iii) list(s) of Executory Contracts and Unexpired Leases, and (iv) a form of monthly rental agreement for Current Residents. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM.”**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors’ Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe, and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a an electronic version) or a copy of the Plan Supplement, please feel free to contact the voting by: (a) calling (866) 967-0269 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

Dated:, 2023  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*  
Trinitee G. Green (SBN 24081320)  
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Facsimile: (214) 397-0033  
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– and –

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*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*  
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– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

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Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**Exhibit 9**

**(Resident Claim Cover Letter Template)**



222 N. Pacific Coast Hwy 310.823.9000 PHONE  
3<sup>rd</sup> Floor kccllc.com  
El Segundo, CA 90245

[Date]

[Resident Name  
Contact  
Address  
Address  
City, State, Zip]

You are scheduled as a resident claimant under Edgemere's bankruptcy case.

***The amount of Edgemere's refund obligation due to you pursuant to the terms of your residency agreement with Edgemere is \$[\_\_\_\_\_].***

IF YOU AGREE WITH THIS AMOUNT YOU DO NOT HAVE TO FILE A REJECTION CLAIM AND THE REJECTION DAMAGES BAR DATE WILL NOT APPLY TO YOU. THE ONLY ACTION YOU NEED TO TAKE IS THE SUBMISSION OF THE BALLOT VOTING TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 PLAN BEFORE THE VOTING SUBMISSION DEADLINE INCLUDED THEREIN.

IF YOU DISAGREE WITH THIS AMOUNT, THEN YOU WILL NEED TO FILE A REJECTION CLAIM PRIOR TO THE REJECTION CLAIM BAR DATE FOLLOWING THE REJECTION OF YOUR RESIDENCY AGREEMENT.

Document comparison by Workshare Compare on Wednesday, December 14, 2022 9:51:02 AM

<b>Input:</b>	
Document 1 ID	iManage://work.polsinelli.law/ACTIVE/87265405/1
Description	#87265405v1<work.polsinelli.law> - Dec 7 Supplement - Proposed Order
Document 2 ID	file://C:\Users\acham\Desktop\Dec 14 Supplement - Proposed Order.docx
Description	Dec 14 Supplement - Proposed Order
Rendering set	Standard

<b>Legend:</b>	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

<b>Statistics:</b>	
	Count
Insertions	167
Deletions	5
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	172

**Exhibit C**  
**(Redline of Changes From December 7 to December 14)**

**Exhibit A**

**(Proposed Form of Order)**

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| [87265405.2](#)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**ORDER (I) ESTABLISHING VOTING RECORD DATE AND OTHER DEADLINES;  
(II) AUTHORIZING KURTZMAN CARSON CONSULTANTS LLC TO ACT AS  
THE VOTING AGENT WITH RESPECT TO THE PLAN; (III) APPROVING  
SOLICITATION AND NOTICE PROCEDURES; (IV) APPROVING MANNER  
AND FORMS OF BALLOTS, NOTICES AND RELATED DOCUMENTS;  
AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee and the Debtors, the “**Plan Sponsors**”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the voting agent with respect to the Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the Plan and for filing objections to the Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.

and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

- A. Notice of the Motion was good and sufficient notice to all interested parties.
- B. The following forms attached hereto as Exhibits 3, 4-B, 4-C, 5-B, 6-B, 7, 8-B, and 9 contain sufficient information and are appropriate under the circumstances:
  - a. Disclosure Statement Hearing Notice, Exhibit 3;
  - b. Non-Voting Status Notice, Exhibits 4-B and Exhibit 4-C;
  - c. Disputed Claim Non-Voting Status Notice, Exhibit 5-B;
  - d. Opt Out Form, Exhibit 6-B;
  - e. Confirmation and Sale Hearing Notice, Exhibit 7;
  - f. Plan Supplement Notice, Exhibit 8-B; and
  - g. Resident Claim Cover Letter, Exhibit 9.
- C. The forms of the Ballots attached hereto as Exhibit Group 2-B (i) are sufficiently consistent with Official Form No. B314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for each Class of Claims entitled to vote to accept or reject the Plan.
- D. The time period set forth below during which the Plan Sponsors may solicit votes on the Plan is a reasonable period of time for holders of Claims to make an informed decision as to whether to accept or reject the Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provides for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

F. The procedures set forth below regarding the Confirmation and Sale Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.

**I. Kurtzman Carson Consultants, LLC's duties as Voting Agent for the Plan**

2. KCC is authorized to serve as the agent in these Chapter 11 Cases with respect to the Plan.

3. KCC shall assist with respect to the Plan by, among other things, (a) balloting; (b) distributing solicitation materials; (c) tabulating and calculating of votes; (d) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (e) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; (f) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders; (g) responding to inquiries relating to the solicitation and voting process, including all matters related thereto; and (h) providing copies of documents and pleadings upon the request of creditors and parties in interest.

**II. Approval of Key Dates and Deadlines**

4. The following dates, to the extent they have not already been established by the Court, are hereby established (subject to modification by further order of the Court) with respect

to the solicitation of votes to accept or reject the Plan, voting on the Plan, objecting to the Plan, and pursuing confirmation of the Plan.

Event	Date
Voting Record Date	December 15, 2022
Solicitation Deadline	December 22, 2022
Date of Publication of Confirmation and Sale Hearing Notice	December 27, 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	January 16, 2023 at 4:00 p.m. CT
Deadline to File Rule 3018(a) Motions	January 16, 2023 at 4:00 p.m. CT
Event	Date
Deadline to Object to Rule 3018(a) Motions	January 20, 2023 at 4:00 p.m. CT
Plan Objection Deadline	January 20, 2023 at 4:00 p.m. CT
Voting Deadline	January 20, 2023 at 4:00 p.m. CT
Opt Out Deadline	January 20, 2023 at 4:00 p.m. CT
Deadline to File Voting Report	January 24, 2023 at 9:30 a.m. CT
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	January 24, 2023
Confirmation and Sale Hearing Date	January 26, 2023 at 9:30 a.m. CT

### **III. Confirmation and Sale Hearing Notice, Confirmation and Sale Hearing, and Objections**

5. Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with proof of service, with the Court and served so that they are **actually**

**received** by the undersigned counsel and the following Notice Parties no later than the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

6. The deadline for the Plan Sponsors and/or other parties supporting confirmation of the Plan to file and serve a confirmation brief and a Reply or Replies, as appropriate, to Confirmation Objections is **January 24, 2023** and, if the Confirmation and Sale Hearing is adjourned, the deadline shall be the date that is three (3) business days prior to any such adjourned hearing date.

7. Service of the Confirmation and Sale Hearing Notice, substantially in the form attached hereto as Exhibit 7, upon all known holders of Claims against and Interests in the Debtors and the parties on the Rule 2002 list (as of the Voting Record Date) constitutes adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, of: (a) the Confirmation and Sale Hearing to consider approval of the Plan; (b) the manner in which a copy of the Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtors shall publish the Confirmation and Sale Hearing Notice on or prior to **December 27, 2022**, or as soon as practically possible thereafter, (i) in the national edition of the

*New York Times* or *USA Today*; and (ii) in any other regional or local publication within Dallas, Texas, as the Debtors deem necessary.

9. Publication of the Confirmation and Sale Hearing Notice as described herein shall constitute sufficient notice of the Confirmation and Sale Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**IV. Establishment of Voting Record Date, Disallowance of Claims for Voting Purposes, and Procedures for Temporary Allowance of Claims**

10. Pursuant to Bankruptcy Rule 3017(d), **December 15, 2022** shall be the Voting Record Date. The Plan Sponsors shall use the Voting Record Date for determining which holders of Claims are: (a) entitled to vote on the Plan and, thus, entitled to receive the Solicitation Package; or (b) not entitled to vote on the Plan and, thus, entitled to receive only the Confirmation and Sale Hearing Notice and a Non-Voting Status Notice and/or a Disputed Claim Non-Voting Status Notice (each of which will include an Opt Out Form).

11. With respect to any transferred claim, the transferee shall be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Regardless of the number of Claims obtained, each transferee shall be treated as a single creditor for purposes of the numerosity requirements of Bankruptcy Code section 1126(c) and the other procedures set forth in this Order.

12. In the event the Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been

met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which will include the Opt Out Form, substantially in the form attached hereto as Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan Sponsors and the other Notice Parties so as to be **actually received** no later than **January 16, 2023 at 4:00 p.m. (prevailing Central Time)**.

14. Any party having a Claim subject to a timely filed and served Rule 3018(a) Motion shall be permitted to cast a provisional Ballot to accept or reject the Plan. If, and to the extent that Plan Sponsors and such party are unable to resolve the issues raised by a Rule 3018(a) Motion prior to the Voting Deadline, then, at the Confirmation and Sale Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

15. The Plan Sponsors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court.

16. Nothing in this Order shall impact or limit the Plan Sponsors (or any other party in interest's) rights to object to any Proof of Claim or Rule 3018(a) Motion.

17. For the sake of clarity and to avoid any confusion, notwithstanding anything in this Order or any other Order of the Court to the contrary, with respect to the Plan and the Solicitation Packages, the Ballots delivered to holders of claims in Classes 5 and 6 under the Plan arising from Residency Agreements (as defined in the Plan) (herein, the “**Resident Claimants**”), shall be accompanied by a cover letter addressed specifically to each Resident

Claimant that conforms to the template attached hereto as Exhibit 9 (the “**Resident Claim Cover Letter**”), which is hereby approved. Notwithstanding the rejection of any Residency Agreements pursuant to Bankruptcy Code section 365, the Resident Claimants are not required to file a “Rejection Claim(s)” (as defined in the Plan) if such Resident Claimant(s) agree(s) with the proposed amount of the Resident Claimant’s Rejection Claim as set forth in the applicable Resident Claim Cover Letter. If a Resident Claimant disagrees with the proposed amount set forth in the Resident Claim Cover Letter, such Resident Claimant is required to file a Rejection Claim on or before the Rejection Damages Bar Date (as defined in the Plan). Further, Resident Claimants shall be permitted to vote the face amount of their scheduled claims, as set forth in the Ballots, with respect to the Plan, notwithstanding any designation of such claim as unliquidated, disputed or contingent in the Debtors’ schedules. For the avoidance of doubt, Resident Claimants do not need to file a motion under Bankruptcy Rule 3018 for the estimation of the value of such Class 5 and/or Class 6 claims, notwithstanding any designation of such claims as unliquidated, disputed or contingent in the Debtors’ schedules. Exclusively limited to voting and claims estimation purposes, if the amount of any Resident Claims within Class 5 under the Plan is to be challenged or valued at an amount other than the face value set forth on the Resident Claimant’s Ballot, then any such claim objection or claim estimation challenge to a Resident Claimant’s claim must be filed prior to the Voting Record Date.

**V. Approval of Solicitation Procedures**

18. The Plan Sponsors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as Exhibit 1, which are hereby approved in their entirety; *provided, however*, that the Plan Sponsors may amend or supplement the Solicitation Procedures (in consultation with Lifespace and the Committee or further order of the Court) where, in the Plan Sponsors’ best judgment, doing so would facilitate solicitation.

**A. Ballots and Non-Voting Status Notices with Opt Out Forms**

19. The Ballots (including voting instructions) to be distributed and used in connection with the solicitation of votes on, and confirmation of, the Plan, substantially in the forms attached hereto as Exhibit Group 2-B, are hereby approved.

20. Ballots shall be distributed to holders of Claims entitled to vote on the Plan, accompanied by a pre-addressed, postage prepaid return envelope. Holders of Claims entitled to vote on the Plan, will receive Ballots in the forms included in Exhibit Group 2-B.

21. With respect to Bondholders, the Voting Agent shall transmit Solicitation Packages for the beneficial holders of the Series 2015 Bonds and the Series 2017 Bonds (the “**Beneficial Owners**”) to all Nominees identified by the Voting Agent as an entity through which the Bondholders held the Series 2015 and/or Series 2017 Bonds as of the Voting Record Date. Each Nominee will be instructed to distribute the Solicitation Packages to the Bondholders for whom the Nominee held bonds.<sup>3</sup> As part of the Solicitation Package, the Voting Agent shall transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the form(s) attached to the Motion (the “**Beneficial Holder Ballots**”), and (b) a master ballot, as appropriate, substantially in the form(s) attached to the Motion (the “**Master Ballots**” and the Master Ballots collectively with the Beneficial Holder Ballots, the “**Bondholder Ballots**”). Such forms of Bondholder Ballots are included in Exhibit Group 2-B.

22. Each Nominee through which one or more Beneficial Owners holds the securities as of the Voting Record Date is hereby ordered to distribute the Solicitation Package to the Beneficial Owners for which they hold the securities within three (3) business days after receipt

<sup>3</sup> Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will then distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the beneficial holders for the purpose of recording the beneficial holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot

of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

- (a) **Master Ballots:** A Nominee may obtain the votes of Beneficial Owners by forwarding to the Beneficial Owners the applicable unsigned Beneficial Owner Ballot, together with the Solicitation Package, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Owner may then indicate his/her or its vote on the Beneficial Owner Ballot, complete the information requested in the Beneficial Owner Ballot, review the certifications contained in the Beneficial Owner Ballot, execute the Beneficial Owner Ballot, and return the Beneficial Owner Ballot to the Nominee. After collecting the Ballots, the Nominee shall, in turn, complete the applicable Master Ballot provided to such Nominee by the Voting Agent, and compile the votes and other information from the Beneficial Owner Ballot, execute the Master Ballot, and deliver the Master Ballot to the Voting Agent so that it is received by the Voting Agent before the Voting Deadline. All Beneficial Owner Ballots returned by Beneficial Owners must be retained by Nominees for inspection for at least one year from the Voting Deadline.
- (b) **Pre-Validated Ballots:** A Nominee may pre-validate a Beneficial Owner Ballot, by: (i) signing the applicable Beneficial Owner Ballot, indicating their participant name and DTC participant number and; (ii) indicating on the Beneficial Owner Ballot the account number of the Beneficial Owner, the amount of the securities held by the Nominee for such Beneficial Owner, and the applicable CUSIP number; and (iii) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded to the Beneficial Owner for voting. The Beneficial Owner may then complete the information requested in the Ballot, review the certifications contained in the Ballot, and return the Ballot directly to the Voting Agent via E-Ballot or in the pre-addressed, postage paid envelope included with the Solicitation Package so that it is received by the Voting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Ballots were delivered should be maintained by the Nominee for inspection for at least one year from the Voting Deadline.

23. Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

24. The Plan Sponsors are not required to provide Solicitation Packages to holders of Claims, including holders or potential holders of unclassified claims, who are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Voting Agent shall distribute, as appropriate, a Non-Voting Status Notice, substantially in the forms attached hereto as Exhibit 4-B and Exhibit 4-C, or a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which notices are hereby approved, as the case may be, in lieu of a Solicitation Package. Holders of Claims receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice will also receive an Opt Out Form, substantially in the form attached hereto as Exhibit 6-B which such holders may complete and return to elect to opt-out of the consensual third-party releases set forth in the Plan. The Opt Out Forms clearly and conspicuously instruct the recipient of such for that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the Plan.

25. The Non-Voting Status Notices, inclusive of the Opt Out Form, provide sufficient notice of the injunction, exculpation, and release provisions in the Plan and provide holders of Claims and Interests with sufficient opportunity to elect to not (a) grant such third-party releases or (b) be treated as a Releasing Party. The Opt Out Form sufficiently alerts holders of Claims and Interests not entitled to vote of their right to make the election and the manner in which such election must be made, by submitting a duly completed Opt Out Form to the Voting Agent in accordance with the instructions provided on the Opt Out Form.

26. Further, the Plan Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

**B. Approval of the Form and Distribution of Solicitation Packages**

27. The Plan Sponsors are authorized to transmit, or cause to be transmitted, Solicitation Packages to holders of Claims entitled to vote on the Plan on or before **December 22, 2022**, or as soon as practically possible thereafter (the “**Solicitation Deadline**”). Solicitation Packages shall include the following materials:

- (a) The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;
- (b) the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including any letters which are otherwise approved by the Court after notice in support of the Plan.

28. The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims

<sup>4</sup> For the avoidance of doubt, Solicitation Packages will not be distributed directly to the Bondholders entitled to vote on the Plan, which includes Class 2 and Class 4 Claims. Instead, as noted above, the Solicitation Packages will be distributed to the Nominees (or their agents), who will in turn distribute the Solicitation Packages to the Bondholders (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). Master Ballots will be distributed to the Nominee(s).

that are entitled to vote to accept or reject the Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy

Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject the Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

29. The Plan Sponsors are authorized, but not directed, to distribute the materials included in the Solicitation Packages, excluding Ballots and the Confirmation and Sale Hearing Notice in electronic format, which may include providing the materials (i) via compact-disc or flash drive or (ii) via online download. Any recipient of a Solicitation Package in electronic format who wishes to receive hard copies may request such hard copies from KCC in the manner provided in the Solicitation Packages.

30. Holders of Claims that have filed duplicate Claims in any given Class shall be entitled to receive only one Solicitation Package for the Plan and allowed one Ballot for voting their Claims with respect to that Class.

**C. No Notice or Transmittal Necessary**

31. The Plan Sponsors are not required to send Solicitation Packages, individual solicitation materials, or other notices to (a) any creditor that filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid to such creditor on account of such Proof of Claim or (b) the holder of a Claim that has been disallowed in full by order of the Court.

32. The Plan Sponsors are not required to give notice of any kind to any Person or Entity to whom the Plan Sponsors mailed the Disclosure Statement Hearing Notice and received the Disclosure Statement Hearing Notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Plan Sponsors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address.

33. The Plan Sponsors are not required to attempt to re-deliver Solicitation Packages, Confirmation and Sale Hearing Notices, and Non-Voting Status Notices (including Opt Out Forms) that are returned as undeliverable if the Plan Sponsors have not been timely provided with corrected address information by such parties.

#### **VI. Procedures for Vote Tabulation**

34. Any timely received Ballot that contains sufficient information to permit the identification of the holder of a Claim and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan, subject to the following exceptions:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (f) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed

by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;

- (g) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (h) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (i) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (j) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (k) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims; and
- (l) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.
- (m) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings

and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest.

- (n) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

35. The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

36. If a holder of a Claim that is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

37. The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsors, any

defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

38. The Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail [to EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

39. Under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in this Order.

40. Any duplicate Ballot shall be counted only once.

41. If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots; *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

42. Claim splitting is not permitted.

43. The deadline for the Voting Agent to file its voting report shall be **January 24, 2023 at 9:30 a.m. (prevailing Central Time)**.

#### **VII. Approval of the Notice of Filing of the Plan Supplements of the Plan Sponsors**

44. The Plan Sponsors are authorized to send the notice of the filing of the Plan Supplement, substantially in the form attached hereto as Exhibit 8-B. Notwithstanding the foregoing, the Plan Sponsors may amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the Plan.

#### **VIII. Miscellaneous**

45. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth herein constitutes adequate and sufficient notice of the Confirmation and Sale Hearing, and no further notice is necessary.

46. The Plan Sponsors, and KCC, are authorized to take all actions necessary to implement the relief granted in this Order.

47. To the extent there is any conflict or inconsistency between the terms of this Order and the terms set forth in the Ballots, the Non-Voting Status Notices, the Confirmation and Sale

Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

48. The Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and any other materials in the Solicitation Packages prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

49. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

50. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

51. Copies of the Plan, the Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:at EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>.

**### END OF ORDER ###**

Submitted by:

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*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**Exhibit 1**  
**(Solicitation Procedures)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**SOLICITATION PROCEDURES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”) entered an order approving the Disclosure Statement. *See* Docket No. [•].

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022, the Court entered an order (the “**Solicitation Procedures Order**”), among other things, (i) authorizing Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) to serve and act as the Voting Agent with respect to the Plan;<sup>2</sup> (ii) establishing the voting record date and other related dates in connection with confirmation of the Plan; (iii) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (iv) approving the manner and forms of notice and related documents; and (v) granting related relief. *See* Docket No. [•].

**A. The Voting Record Date**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning given to such terms in the Plan.

The Court has approved **December 15, 2022**, as the record date for purposes of determining which holders of Claims are entitled to vote on the Plan (the “**Voting Record Date**”).

**B. The Voting Deadline**

The Court has established **January 20, 2023, at 4:00 p.m. prevailing Central Time** as the voting deadline (the “**Voting Deadline**”) with respect to the Plan.

To be counted as votes to accept or reject the Plan, all ballots and master ballots (each a “**Ballot**” and collectively, the “**Ballots**”) must be properly executed, completed, and *actually received* by no later than the Voting Deadline by the Voting Agent.

**C. Ballots and Notices of Non-Voting Status**

**1. Ballots**

The Ballots to be used for the solicitation of votes on, and confirmation of, the Plan, shall be substantially in the form(s) attached to the Solicitation Procedures Order as Exhibit Group 2-B, with respect to the Plan. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote no later than **December 22, 2022**. Ballots will be accompanied by a pre-addressed, postage prepaid return envelope and instructions for submission of votes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes).

**2. Notices of Non-Voting Status and Disputed Claim Non-Voting Status**

Notices of non-voting status, including the Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 4-B and Exhibit 4-C and the Disputed Claims Non-Voting Status Notices attached to the Solicitation Procedures Order as Exhibit 5-B, shall be distributed to parties that are not entitled to vote to accept or reject the Plan. Such notices will instruct these holders as to how they may obtain copies of the documents contained in the Solicitation Package (with the exception of the Ballot). Additionally, parties not entitled to vote shall receive Opt-Out Forms that such holders **MUST** complete and return if they desire to (i) elect to opt-out of the consensual third-party releases and other provisions set forth in Section 8 of the Plan; and (ii) avoid being treated as a Releasing Party, as that term is defined in the Plan.

**D. Content, General Transmittal of Solicitation Packages, and Notice of Confirmation and Sale Hearing**

**1. The Solicitation Package**

The solicitation package (the “**Solicitation Package**”) will include the following:

- a. The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;

- b. the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including any letters which are otherwise approved by the Court after notice in support of the Plan.

## **2. Distribution of the Solicitation Packages**

As stated above, the Solicitation Packages shall provide the Disclosure Statement (and exhibits attached thereto, including the Plan and the order approving the Disclosure Statement) and the Plan Sponsors may transmit such materials via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download. Only the Ballot and the Confirmation and Sale Hearing Notice shall be provided in paper format.<sup>3</sup> Any party that receives the materials in electronic format but would prefer hard copies may contact the Voting Agent retained by the Debtors in the Chapter 11 Cases by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. Copies may also be obtained for a fee via PACER at <http://www.txnb.uscourts.gov>.

The Plan Sponsors shall serve, or cause to be served, copies of all of the materials in the Solicitation Package (except for the Ballots) on the U.S. Trustee, and the Confirmation and Sale Hearing Notice on all creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

The Plan Sponsors shall endeavor, to the extent possible, to ensure that holders of more than one Claim or Interest in a single Voting Class receive no more than one Solicitation Package on account of such Claim(s) or Interest(s).

<sup>3</sup> Regarding distribution of Solicitation Packages to Beneficial Holders, Solicitation Packages may be sent in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. Each Nominee will distribute the Solicitation Packages, as appropriate, in accordance with their customary practices and obtain votes to accept or to reject the Plan also in accordance with their customary practices. If it is the Nominee’s customary and accepted practice to submit a “voting instruction form” to the Beneficial Holders for the purpose of recording the Beneficial Holder’s vote, the Nominee will be authorized to send the voting instruction form in lieu of, or in addition to, a Beneficial Holder Ballot.

## **E. Voting and Tabulation Procedures**

### **1. Holders of Claims Entitled to Vote**

Only holders of Claims in Classes 2, 4, 5, and 6 are entitled to vote to accept or reject the Plan pursuant to Bankruptcy Code section 1126.

## 2. Voting Options

The Plan Sponsors may accept (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent (“**E-Ballot**”); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via email [to EdgemereBallots@kccllc.com](mailto:to_EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

Beneficial Holders will receive instructions for voting from the applicable Nominee and each Beneficial Holder voting on the Plan through a Nominee can (i) return their Beneficial Holder Ballot, or otherwise as instructed by their Nominee, with a vote to the appropriate Nominee in sufficient time for such Nominee to timely cast a Master Ballot including the votes to accept or reject the Plan on behalf of the Beneficial Holder(s), or (ii) if the Nominee has elected to “prevalidate” Beneficial Holder Ballots, to return the prevalidated Beneficial Holder Ballots to the Voting Agent by the Voting Deadline. The Voting Agent will then tabulate each such Master Ballot received.

Instructions for Ballot submissions accompany the Ballots.

## 3. Tabulation of Votes

Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the Plan Sponsors’ rights in any other context, each Claim entitled to vote to accept or reject the Plan shall be in an amount determined by the following procedures:

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;
- (j) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;

- (k) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (h) below;
- (l) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or Distribution;
- (m) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;
- (n) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (o) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (p) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to  

vote;
- (q) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (r) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote

on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims;

- (s) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (t) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and
- (u) Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

If a holder of a Claim is entitled to vote and has more than one Claim against the Debtors based upon different transactions, such holder is entitled to one vote for numerosity purposes in the aggregate dollar amount of all of such Claims.

#### **4. Tabulation of Master Ballots**

The following additional procedures shall apply with respect to the tabulation of Master Ballots and Beneficial Owner Ballots cast by Nominees and Beneficial Owners.

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and
- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the

extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

#### 5. **Ballots not Counted**

In addition, under the following circumstances, Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) any Ballot received after the Voting Deadline;
- (b) any Ballot that is illegible or contains insufficient information;
- (c) any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote;
- (d) any Ballot timely received that is cast in a manner that indicates neither acceptance nor rejection of the Plan or that indicates both acceptance and rejection of the Plan;
- (e) simultaneous duplicative Ballots voted inconsistently;
- (f) a creditor may not split their vote(s), and thus a Ballot that partially rejects and partially accepts any Plan shall not be counted;
- (g) any attempt to cast a vote on a form other than the official form sent by the Voting Agent;
- (h) any unsigned Ballot; or
- (i) any Ballot not cast in accordance with the procedures approved in the Solicitation Procedures Order.

If two (2) or more valid Ballots are cast that attempt to vote the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the Claim holder's intent and, thus, will supersede any prior Ballot(s); *provided, however*, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting Agent reserves the right to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

If no votes are returned for a Class of Claims entitled to vote on the Plan, such Class shall be deemed to have accepted the Plan.

The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsor(s) any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

Subject to any contrary order of the Court and except as otherwise set forth herein, the Plan Sponsors may waive any defects or irregularities as to any particular Ballot at any time,

either before or after the Voting Deadline, and any such waiver(s) shall be documented in the Voting Agent's Voting Report.

**6. The Voting Report**

The Voting Agent shall file its Voting Report no later than **January 24, 2023, at 9:30 a.m. prevailing Central Time.**

**F. Amendments to the Plan and Solicitation Procedures**

The Plan Sponsors reserve the right to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors, as applicable, reserve the right to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, insert dates, and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Non-Voting Status Notices, the Confirmation and Sale Hearing Notice, the Plan Supplement Notice, and any other materials in the Solicitation Package prior to mailing. If such changes are made, the Plan Sponsors will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated: December [ ],  
2022 Dallas, Texas

**POLSINELLI PC**

/s/ DRAFT  
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AND DEBTORS IN POSSESSION

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COUNSEL TO UMB BANK, N.A. AS  
TRUSTEE AND DIP LENDER

84227327.12

**Exhibit Group 2-B**

**(Ballots for Holders of Claims in Classes 2, 4, 5, and 6)**



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*Counsel to Debtors and  
Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**GENERAL UNSECURED CLAIM BALLOT**  
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**PLEASE READ AND FOLLOW THE ENCLOSED  
INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS  
BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 879] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures (Exhibit 1 to the Solicitation Procedures Order.)

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**GENERAL UNSECURED CLAIM BALLOT**  
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subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This General Unsecured Claims Ballot is to be used for voting of Claims held by holders of Class 4 General Unsecured Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the

Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-

**GENERAL UNSECURED CLAIM BALLOT**  
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Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**The General Unsecured Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This General Unsecured Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**GENERAL UNSECURED CLAIM BALLOT**  
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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

**GENERAL UNSECURED CLAIM BALLOT**  
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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

**Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

**GENERAL UNSECURED CLAIM BALLOT**  
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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR**

**MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED,  
DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO  
THE TERMS OF THIS PLAN.**

GENERAL UNSECURED CLAIM BALLOT

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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
3. **Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 4 General Unsecured Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Class 4 General Unsecured Claim against the Debtors in the following aggregate amount:<sup>3</sup>

\$

- Item 2. Vote on Plan (check only one box).** ACCEPT  
(vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;
- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and

- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

3 For voting purposes only, subject to tabulation rules.

**GENERAL UNSECURED CLAIM BALLOT**  
87096147.3

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Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street  
Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**If by E-Ballot Portal:**

Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0199  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BENEFICIAL OWNER BALLOT AND RELEASE  
OPT OUT FORM FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, Solicitation Procedures, and this Beneficial Owner Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this Beneficial Owner Ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 9670269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Beneficial Owner Ballot is to be used for voting of Claims held by the record or beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General Unsecured Claims as of December 15, 2022 (the “**Voting Record Date**”) with the CUSIP

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

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indicated by your broker, bank, dealer, or other agent (each, a “Nominee”) on Annex A attached hereto.

In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee). **The deadline for the receipt by the Voting Agent of pre-validated Beneficial Owner Ballots and Master Ballots cast on behalf of Beneficial Owners is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors.**

**The Beneficial Owner Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim, which is a Class 4 General Unsecured Claim, shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN THE PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED**

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

**BOND CLAIM BENEFICIAL OWNER BALLOT**

**AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY,**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

*[Remainder of the page intentionally left blank.]*

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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## INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement, including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL OWNER BALLOT.**

In order for your Class 2 Bond Claim and Class 4 General Unsecured Claim vote to be counted, the Beneficial Owner Ballot must be properly completed, signed, and returned in the envelope provided (or otherwise in accordance with the instructions of your Nominee) in sufficient time for such Nominee to timely cast votes to accept or reject the Plan on behalf of the beneficial holders on the Master Ballot by the Voting Deadline.

**Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (except as instructed by your Nominee).**

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you have a Claim in Class 2 Bond Claim and Class 4 General Unsecured Claim, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. Complete the information requested in Item 4;
- e. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 5. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);
- f. If you hold other Class 2 Bond Claims and Class 4 General Unsecured Claims or Claims in other Classes you may receive more than one Ballot. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive;

g. You must vote all your Claims under the Plan either to accept or reject the Plan;

**[CUSIP AS INDICATED ON ATTACHED ANNEX**

**A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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- h. If more than one timely, properly completed Beneficial Owner Ballot is received, only the last, properly completed Beneficial Owner Ballot received will be counted, unless the holder of the Claim receives Bankruptcy Court approval otherwise;
- i. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- j. Provide your name, mailing address, and any remaining information requested;
- k. Sign and date your Beneficial Owner Ballot; and
- l. Return your Beneficial Owner Ballot with an original signature using the enclosed pre-addressed return envelope (or otherwise in accordance with the instructions of your Nominee).
- m. No Beneficial Owner Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.

**IF YOU (I) HAVE ANY QUESTIONS REGARDING THIS BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (866) 967-0269 (TOLL-FREE) OR +1 (310) 751-2669 (INTERNATIONAL), AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM OR BY E-MAILING [EDGEMEREINFO@KCCLLC.COM](mailto:EDGEMEREINFO@KCCLLC.COM) WITH A REFERENCE TO “EDGEMERE” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE**

**BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND  
WILL NOT, PROVIDE LEGAL ADVICE.**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Class 2 Bond Claim and Class 4 General Unsecured Claim.** The undersigned hereby certifies that as of the December 15, 2022 Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class 2 Bond Claim and Class 4 General Unsecured Claim in the following principal amount (insert amount in box below). If you do not know the principal amount of Claim held, please contact your Nominee immediately.

Amount:        \$ _____
-------------------------

**Item 2. Vote on the Plan.** The beneficial owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 hereby votes to:

- Check one box:                Accept the Plan
- Reject the Plan

**Item 3. Certification as to Class 2 Bond Claims held in Additional Accounts.** By completing and returning this Beneficial Owner Ballot, the beneficial owner certifies that either (i) it has not submitted any other Beneficial Owner Ballots for other Class 2 Bond Claims held in other accounts or other record names with respect to the Plan or (ii) it has provided the information specified in the following table for all other Class 2 Bond Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLASS 2 BOND CLAIMS AND CLASS 4 GENERAL UNSECURED CLAIMS BENEFICIAL OWNER BALLOTS OTHER THAN THIS BENEFICIAL OWNER BALLOT WITH RESPECT TO THE PLAN.

Name of Record Holder or Nominee (if applicable)	Account Number with Other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted	CUSIP of Other Other Class 2 Bond Claims / Class 4 General Unsecured Claims Voted

**Item 4. Opt Out of Releases.**

Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you abstain from submitting a

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

BOND CLAIM BENEFICIAL OWNER BALLOT

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Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

Eli **OPT OUT** of the releases contained in Section 8.3 of the Plan.

**Item 5. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in Item 1 certifies that a copy of the Disclosure Statement and the Plan has been received and reviewed by the undersigned.

Print or Type Name of Claimant:

---

---

Signature:

---

Name of Signatory (if different than claimant):

---

If by Authorized Agent, Title of Agent:

---

Street Address:

---

City, State, Zip Code:

---

Telephone Number:

---

E-mail Address:

---

Date Completed:

**PLEASE RETURN YOUR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS YOU RECEIVED WITH YOUR SOLICITATION PACKAGE.**

**IN ORDER TO COUNT, YOUR BALLOT OR A MASTER BALLOT CONTAINING YOUR VOTE MUST BE RECEIVED NO LATER THAN JANUARY 20, 2023 BY THE 4:00 P.M. (PREVAILING CENTRAL TIME) VOTING DEADLINE**

**[CUSIP AS INDICATED ON ATTACHED ANNEX A]**

BOND CLAIM BENEFICIAL OWNER BALLOT

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**ANNEX A**

*Please check ONE box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains. Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Owner Ballot pertains, or otherwise provided that information to you on a label or schedule attached to this Beneficial Owner Ballot.*

<b>Class 2 Bond Claims; Class 4 General Unsecured Claims (Bond Deficiency Claim)</b>	
<input type="checkbox"/>	<b>87638REJ2</b>
<input type="checkbox"/>	<b>87638REK9</b>
<input type="checkbox"/>	<b>87638REL7</b>
<input type="checkbox"/>	<b>87638REM5</b>
<input type="checkbox"/>	<b>87638REN3</b>
<input checked="" type="checkbox"/>	<b>87638RES2</b>
<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REW3</b>
<input type="checkbox"/>	<b>87638RHV2</b>



Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
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J. Frasher Murphy (SBN  
24013214) Thomas J. Zavala (SBN  
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[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors  
and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*

*al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**MASTER BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**VOTING DEADLINE**

**IN ORDER TO COUNT, THIS MASTER BALLOT MUST BE RECEIVED BY THE VOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 20, 2023**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation, Voting, and Balloting Procedures, and this Master Ballot carefully before you submit this Master Ballot.**

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (877) 499-4509 (toll-free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:edgemereinfo@kccllc.com) with a reference to “Edgemere” in the

subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Master Ballot is to be used by you as Nominee, or as the proxy holder of a Nominee for the beneficial owners (the “**Beneficial Owners**”) of Class 2 Bond Claims and Class 4 General

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.



Unsecured Claims, to transmit to the Voting Agent the votes of such Beneficial Owners in respect of their Class 2 Bond Claims and Class 4 General Unsecured Claims to accept or reject the Plan.

In order for the votes of such Beneficial Owners to be counted, this Master Ballot must be properly completed, signed, and returned. **The deadline for the receipt by the Voting Agent of Master Ballots is no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended.**

**The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 2 Bond Claims and Class 4 General Unsecured Claims.

**IMPORTANT NOTICE REGARDING TREATMENT FOR  
CLASS 2 AND CLASS 4**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**On the Effective Date, the Net Sale Proceeds after payment of Allowed Administrative Claims, Priority Tax Claims, Professional Claims, DIP Facility Claims, the Dallas County Claim, the Diminution Claim and U.S. Trustee Fees, shall be paid to the Trustee, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents. Further, the Lifespace Bond Contribution will be paid to the Trustee on the Effective Date, which funds shall be disbursed to holders of the Bond Claims in accordance with the Original Bond Documents.**

**The Bond Deficiency Claim shall be treated on a Pro Rata basis with holders of Allowed General Unsecured Claims, including the Lifespace Resident Claim and vendor claims. All Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

*[Remainder of the page intentionally left blank.]*

**BOND CLAIMS MASTER BALLOT**

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

*“Releasing Party”* means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

**BOND CLAIMS MASTER BALLOT**

CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

### Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO  
THE TERMS OF THIS PLAN.

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*[Remainder of the page intentionally left blank.]*

## INSTRUCTIONS FOR COMPLETING THE BALLOT

### VOTING DEADLINE AND MASTER BALLOT SUBMISSION

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than 4:00 p.m. (prevailing Central Time) on January 20, 2023 (the “Voting Deadline”), unless such time is extended by the Plan Sponsors. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

<b>If by standard or overnight mail or hand delivery:</b>  Northwest Senior Housing Corporation Solicitation c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245	<b>If by email:</b>  <a href="mailto:EdgemereBallots@kcellc.com">EdgemereBallots@kcellc.com</a> with a reference to “Edgemere Plan Master Ballot” in the subject line
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Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission (other than by e-mail to [EdgemereBallots@kcellc.com](mailto:EdgemereBallots@kcellc.com) with a reference to “Edgemere Plan Master Ballot” in the subject line).

The Master Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.

### HOW TO VOTE:

If you are both the record owner and the Beneficial Owner of any principal amount of the Class 2 Bond Claims and Class 4 General Unsecured Claims and you wish to vote on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any Beneficial Owners of Class 2 Bond Claims other than yourself, you may either:

- a. “Pre-validate” the individual Beneficial Owner Ballot contained in the solicitation package and then forward the “Solicitation Package,” including the Disclosure Statement, the Plan, and all other exhibits thereto, a Confirmation Hearing Notice, a copy of the Solicitation Procedures Order, without attachments, other than Exhibit 1, and a Beneficial Owner Ballot to Beneficial Owners holding Class 2 Bond Claims for voting within three (3) business days after your receipt of the solicitation materials, along with clear instructions stating that Beneficial Owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The Beneficial Owner should then return the individual Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials.

**BOND CLAIMS MASTER BALLOT**

You “pre-validate” a Beneficial Owner Ballot by indicating thereon the name, address, and DTC participant number of the record holder of the Class 2 Bond Claims, the amount of the Class 2 Bond Claims held by the Beneficial Owner as of the Voting Record Date, the appropriate account numbers through which the Beneficial Owner’s holdings are derived, and the applicable CUSIP number, and executing the Beneficial Owner Ballot. The Beneficial Owner should complete and return the pre-validated Beneficial Owner Ballot directly to the Voting Agent;

OR

- b. Within three (3) business days after the receipt of the solicitation materials, forward the solicitation materials to the Beneficial Owner of the Class 2 Bond Claims for voting along with a return envelope provided by and addressed to you, as the Nominee. The Beneficial Owner should return the individual Beneficial Owner Ballot to you. In such case, you will tabulate the votes of the respective Beneficial Owners on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. You should advise the Beneficial Owners to return their individual Beneficial Owner Ballots to you by a date calculated by you to allow you to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.
- c. In addition, you are authorized to collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

**WITH RESPECT TO ALL BENEFICIAL OWNER BALLOTS RETURNED TO YOU, YOU MUST PROPERLY COMPLETE THE MASTER BALLOT, AS FOLLOWS:**

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the Class 2 Bond Claims and Class 4 General Unsecured Claims. To identify such Beneficial Owners without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS CLASS 2 BOND CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTE.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an

**BOND CLAIMS MASTER BALLOT**

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acceptance and rejection of the Plan, by order of the Bankruptcy Court, will not be counted;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each Beneficial Owner in Item 3 of each completed Beneficial Owner Ballot relating to other Class 2 Bond Claims voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, you must retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline and produce the same upon the written request of the Plan Sponsors, the Debtors, the Reorganized Debtors, or their respective counsel. You must also retain a list of the Beneficial Owners to whom pre-validated Ballots were delivered for inspection for at least one year from the Voting Deadline.
- i. The Master Ballot is *not* a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time, Beneficial Owners should not surrender certificates representing their securities. Neither the Plan Sponsors, the Debtors nor the Voting Agent will accept delivery of any such certificates surrendered together with the Master Ballot.
- j. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of Claim or an assertion of a Claim.
- k. No fees, commissions, or other remuneration will be payable to any Nominee for soliciting votes on the Plan. Upon written request, however, the Plan Sponsors will reimburse you for reasonable, actual, and necessary out-of-pocket expenses incurred by you in forwarding the Beneficial Owner Ballots and other enclosed materials to the Beneficial Owners of Class 2 Bond Claims held by you as a Nominee or in a fiduciary capacity and in tabulating the Beneficial Owner Ballots.
- l. In the event that (i) the Plan Sponsors revoke or withdraw the Plan or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Master Ballot shall automatically be null and void and deemed withdrawn

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without any requirement of affirmative action by or notice to you.

- m. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder, (ii) any Ballot that does not hold a Claim in a Class entitled to vote on the Plan, (iii) any unsigned Ballot, (iv) any Ballot that does not contain an original signature; and (v) any Ballot transmitted to the Voting Agent by facsimile, or electronic transmission, or other electronic means (other than Master Ballots which are entitled to vote via electronic mail). An otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan or indicating both acceptance and rejection of the Plan will not be counted.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PLAN SPONSORS OR THE VOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE PLAN SPONSORS, THE DEBTORS, OR THE VOTING AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

*[Remainder of the page intentionally left blank.]*



**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of December 15, 2022 (the “**Voting Record Date**”), the undersigned (please check appropriate box):

- Is a broker, bank, or other agent or nominee for the Beneficial Owners of the aggregate principal amount of the Class 2 Bond Claims listed in Item 2 below, and is the record holder of such securities; or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other agent or nominee, or a Beneficial Owner that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below; or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other agent or nominee, or a Beneficial Owner, that is the record holder of the aggregate principal amount of Class 2 Bond Claims listed in Item 2 below;

and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Class 2 Bond Claims held by the Beneficial Owners of the Class 2 Bond Claims described in Item 2.

**Item 2. Vote.** The undersigned transmits the following votes of Beneficial Owners in respect of the Class 2 Bond Claims and certifies that the following Class 2 Bond Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Owners of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Beneficial Owner Ballots casting such votes. Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each Beneficial Owner must vote all of its Class 2 Bond Claims to accept or to reject the Plan and may not split such vote or vote to both accept and reject the Plan.

**ONLY ONE MASTER BALLOT SHOULD BE USED PER CUSIP. PLEASE CHECK THE APPLICABLE BOX BELOW TO INDICATE WHICH CUSIP IS VOTED WITH THIS MASTER BALLOT:**

Class 2 Bond Claims			
<input type="checkbox"/>	<b>87638REJ2</b>	<input type="checkbox"/>	<b>87638RET0</b>
<input type="checkbox"/>	<b>87638REK9</b>	<input type="checkbox"/>	<b>87638REU7</b>
<input type="checkbox"/>	<b>87638REL7</b>	<input type="checkbox"/>	<b>87638REV5</b>
<input type="checkbox"/>	<b>87638REM5</b>	<input type="checkbox"/>	<b>87638REW3</b>

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<input type="checkbox"/>	87638REN3	<input type="checkbox"/>	87638RHV2
<input type="checkbox"/>	87638RES2		

Your Customer Account Number for Each Beneficial Owner of Class 2 Bond Claims Voted	Principal Amount of Class 2 Bond Claims Held by Beneficial Owner as of Voting Record Date	Item 2		Item 4	
		Indicate the vote cast on the Beneficial Owner Ballot by checking the appropriate box below.		Releases - Please check the box below if the Beneficial Owner checked the box in Item 4.	
		Accept the Plan	or	Reject the Plan	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTALS</b>	\$				

To vote on the Plan, the Beneficial Owner must have checked a box in Item 2 to ACCEPT or REJECT the Plan on its individual Beneficial Owner Ballot. If the Beneficial Owner did not check a box in Item 2 on its individual Beneficial Owner Ballot, by order of the Bankruptcy Court its vote will not be counted.

**Item 3. Certification as to Transcription of Information from Item 3 as to Class 2 Bond Claims and Class 4 General Unsecured Claims Voted Through Other Beneficial Owner Ballots.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Owners in Item 3 of each Beneficial Owner’s original Beneficial Owner Ballot, identifying any Class 2 Bond Claims and Class 4 General Unsecured Claims for which such Beneficial Owners have submitted other Beneficial Owner Ballots to other than the undersigned (use additional sheets of paper if necessary):

**BOND CLAIMS MASTER BALLOT**

Your Customer Account Number for Each Beneficial Owner of Class 2 Bonds Claims and Class 4 General Unsecured Claims Who Completed Item 3 of the Beneficial Owner Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOTS:			
	Name of Record Holder or Other Nominee (if applicable)	Account Number with other Nominee (if applicable)	Principal Amount of Other Class 2 Bond Claims and Class 4 General Unsecured Claims Voted	CUSIP of Other Class 2 Bond Claims Voted
1.				
2.				
3.				

**Item 4. Certification.** By signing this Master Ballot, the undersigned certifies that:

- a. each Beneficial Owner of Class 2 Bond Claims and Class 4 General Unsecured Claims listed in Item 2 above has been provided with a Solicitation Package with a Beneficial Owner Ballot (or other customary communication used to solicit or collect votes in lieu of a Beneficial Owner Ballot) to Beneficial Owner holding Class 2 Bond Claims through the undersigned with a return envelope;
- b. the undersigned is the record holder of the securities being voted or agent thereof;
- c. the undersigned has been authorized by each such Beneficial Owner to vote on the Plan and to make applicable elections;
- d. the undersigned has properly disclosed: (i) the number of Beneficial Owners voting Class 2 Bond Claims and Class 4 General Unsecured Claims through the undersigned; (ii) the respective amounts of Class 2 Bond Claims and Class 4 General Unsecured Claims owned by each such Beneficial Owner; (iii) each such Beneficial Owner’s respective vote concerning the Plan; and (iv) the customer account or other identification number for each such Beneficial Owners;
- e. the undersigned will maintain Beneficial Owner Ballots and evidence of separate transactions returned by Beneficial Owners (whether properly completed or defective) for at least one (1) year after the Voting Deadline, and disclose all such information to the Bankruptcy Court, the Plan Sponsors or the Debtors, as the case may be, if so ordered; and
- f. The undersigned further acknowledges that the Plan Sponsors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

**BOND CLAIMS MASTER BALLOT**

Print or Type Name of Nominee:

DTC Participant Number:

Name of Proxy Holder or Agent (if applicable):

Signature:

Name of Signatory (if different than Nominee):

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code:

Telephone Number:

E-mail Address: \_\_\_\_\_

Date Completed:



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*Counsel to Debtors and  
Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et*  
*al.*,<sup>1</sup> Debtors.

Chapter 11  
Case No. 22-30659 (MVL)  
(Jointly Administered)

**BALLOT AND RELEASE OPT OUT FORM  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

**Former Resident Claims (Class 5) and Current Resident Claims (Class 6)**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT**

**VOTING DEADLINE**

**THE VOTING DEADLINE IS JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF THE VOTING AGENT DOES NOT TIMELY RECEIVE YOUR BALLOT, IT WILL NOT BE COUNTED. DO NOT FAX OR EMAIL THIS BALLOT; BALLOTS SENT BY FAX OR EMAIL WILL NOT BE COUNTED.**

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot (the “**Resident Claims Ballot**”) is for holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

**Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, the Solicitation Procedures, and this Ballot carefully before you vote.** You may wish to seek legal advice concerning the Plan and your Claim’s classification and treatment in it.

**Questions.** If you have any questions regarding this ballot or the voting procedures, or if you do not have a copy of the Disclosure Statement or the Plan, please contact Kurtzman Carson Consultants LLC (“**KCC**” or the “**Voting Agent**”) (a) by calling (866) 967-0269 (toll-free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) [emailing EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. The materials may also be obtained free-of-charge from <https://www.kccllc.net/edgemere>.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

**THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

This Resident Claims Ballot is to be used for voting of Claims held by holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims.

**If your Ballot is not received by the Voting Agent on or before January 20, 2023 at 4:00 p.m. (prevailing Central Time) (the “Voting Deadline”), your vote will *not* count as either an acceptance or rejection of the Plan.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

1. Paper Ballot; or
2. E-Ballot Portal.

**To Submit Your Vote Via Paper Ballot.** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

Northwest Senior Housing Corporation Solicitation,  
c/o Kurtzman Carson Consultants LLC,  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

**To Submit Your Vote Via E-Ballot Portal.** You may return your Ballot by electronic, online transmission *solely* by clicking on the “Submit E-Ballot” section on the Debtors’ bankruptcy case website, located at <http://www.kccllc.net/edgemere> (the “**E-Ballot Portal**”), and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below.

- a. Visit the Debtors’ E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: \_\_\_\_\_; PIN# \_\_\_\_\_
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

Please choose only *one* method of returning your Ballot. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent. If you elect to submit an E-Ballot, the E-Ballot Portal is the sole manner in which such E-Ballot will be accepted. Ballots submitted by facsimile, email, or any other means of electronic transmission will *not* be counted.

**RESIDENT CLAIMS BALLOT**  
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**PAGE 3**

**The Resident Claims Ballot should not be sent to the Plan Sponsors, their financial or legal advisors, or the Bankruptcy Court.**

This Resident Claims Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 5 Resident Claims.

**IMPORTANT NOTICE REGARDING TREATMENT  
FOR CLASS 5 AND CLASS 6**

**As described in more detail in the Disclosure Statement, if the Plan is confirmed and the Effective Date occurs:**

**Class 5 Former Resident Claims will be treated as follows:**

The Residency Agreements of Former Residents shall be rejected, and the holders of Allowed Class 5 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured [Claim in an amount equal to their Refund](#) Claim. Former Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Former Residents) shall receive Cash from the Residents Trust within sixty (60) days of the ~~Effective~~[Refund Trigger](#) Date, ~~or as soon as practicable thereafter,~~ in an amount equal to their Refund Claim.

**Class 6 Current Resident Claims will be treated as follows:**

The Residency Agreements of Current Residents shall be rejected, and the holders of Allowed Class 6 Claims who OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan shall receive a Class 4 General Unsecured [Claim in an amount equal to their Refund](#) Claim. Current Residents who do not OPT OUT of the Lifespace Settlement and the releases under Section 8 of the Plan (i.e. Participating Current Residents) ~~shall receive payment of their Refund Claim~~[Cash](#) from the Residents Trust within sixty (60) days of the Refund Trigger Date [in an amount equal to their Refund Claim.](#)<sup>4</sup>

**As described in more detail in the Disclosure Statement, if you choose to opt-out of the Lifespace Release, your claim will be treated as a Class 4 General Unsecured Claim, and, if the Plan is confirmed and the Effective Date occurs,**

**Class 4 General Unsecured Claims will be treated as follows:**

**Upon the terms and subject to the conditions set forth in the Plan, on the Effective Date, in full and final satisfaction and discharge of and in exchange for each**

<sup>4</sup> [The Residents Trust shall be informed of units which have been re-leased semi-annually by the Purchaser, which shall be the date the Residents Trust is deemed informed of units which have been re-leased for purposes of the Refund Trigger Date.](#)  
[87265405.2](#)

**Allowed General Unsecured Claim, Allowed General Unsecured Claims shall be payable from a Pro Rata share of the Litigation Trust Proceeds.**

**PLEASE READ THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.**

**RESIDENT CLAIMS BALLOT**  
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**PAGE 4**

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR**

**RESIDENT CLAIMS BALLOT**  
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**RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER**

**KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS  
OF, AND**

**RESIDENT CLAIMS BALLOT**  
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**RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND**

**RESIDENT CLAIMS BALLOT**  
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**AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFSPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFSPACE SETTLEMENT AND CONTRIBUTION**

**AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

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**RESIDENT CLAIMS BALLOT**  
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**HOW TO VOTE**

1. Complete Item 1, Item 2, Item 3, and Item 4.
2. Review the certifications contained in Item 4.
- 3. Sign and date the Ballot.**
4. Return the original Ballot in the enclosed pre-addressed envelope so it is received by the Voting Deadline.

**Item 1. Amount of Class 5 or Class 6 Resident Claim Voted.** The creditor who executes this Ballot or on whose behalf this Ballot is executed holds a Claim in the following class (check only one box) in the following aggregate amount: 3

Class 5 Former Resident Claim

Class 6 Current Resident Claim

\$

**Item 2. Vote on Plan (check only one box).**

ACCEPT (vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

Any Ballot that is executed by the holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted.

**Item 3. Optional Opt Out Release Election.** Check the box below if you elect to opt out of the Lifespace Settlement and elect not to grant the releases contained in Section 8.3 of the Plan. If you opt out, your claim will be treated as a Class 4 Claim. Election to withhold consent is at your option. If you abstain from submitting a Ballot and you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law. The undersigned elects to:

**OPT OUT** of the Lifespace Settlement and the releases contained in Section 8.3 of the Plan.

**Item 4.** By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the holder of the Claims being voted, or (ii) the undersigned is an authorized signatory for a holder of the Claims being voted;

<sup>3</sup> For voting purposes only, subject to tabulation rules.

- b. that the undersigned has received a copy of the Disclosure Statement and the Plan; and
- c. that no other Ballots with respect to the amount of the Claim identified in Item 1 have been cast or with respect to the Plan, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked.

Name of  
Creditor:

Signature: \_\_\_\_\_

Name of Signatory (If other than Creditor): \_\_\_\_\_

Title (if corporation, partnership, or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT IT IS RECEIVED NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

**If by First Class Mail, Hand Delivery, or Overnight Mail:**

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

**RESIDENT CLAIM BALLOT**  
Error! Unknown document property name.

**If by E-Ballot Portal:**

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Please follow the instructions on the Debtors' bankruptcy case website at <http://www.kccllc.net/edgemere>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:

PIN#:

**Exhibit 3**

**(Disclosure Statement Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to Plan Sponsors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:  
  
Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 22-30659 (MVL)  
  
(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF  
(I) DISCLOSURE STATEMENT IN SUPPORT OF JOINT PLAN  
OF REORGANIZATION PROPOSED BY THE COMMITTEE AND THE  
DEBTORS AND RELATED SOLICITATION MATERIALS AND NOTICES,  
(II) DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION  
PROPOSED BY TRUSTEE AND DIP LENDER AND RELATED SOLICITATION  
MATERIALS AND NOTICES, AND (III) BIDDING PROCEDURES, STALKING**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

**HORSE ASSET PURCHASE AGREEMENT AND RELATED NOTICES IN CONNECTION WITH THE PLAN PROPOSED BY TRUSTEE AND DIP LENDER**

**PLEASE TAKE NOTICE THAT** Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) and the official committee of unsecured creditors (the “**Committee**”) in the above-captioned chapter 11 cases have filed: (i) the *Joint Plan of Reorganization Proposed by the Committee and the Debtors*, dated November 2, 2022 [Docket No. 750] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Committee and Debtor Plan**”)<sup>2</sup> and (ii) the *Disclosure Statement in Support of the Joint Plan of Reorganization Proposed by the Committee and the Debtors* [Docket No. 751] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Committee and Debtor Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE THAT** UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee, the “**Plan Sponsors**”) have filed (i) the *Plan of Reorganization of the Trustee and the DIP Lender Dated November 2, 2022* [Docket No. 752] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan Sponsors’ Plan**”); (ii) the *Disclosure Statement for the Plan of Reorganization of the Trustee and DIP Lender Dated November 2, 2022* [Docket No. 753] (together with all the schedules and exhibits thereto, and each as may be amended, modified, or supplemented from time to time, the “**Plan Sponsors’ Disclosure Statement**”); (iii) the *Motion of the Trustee and DIP Lender for Entry of an Order Approving Disclosure Statement and Granting Related Relief*, dated November 2, 2022 [Docket No. 754] (the “**Plan Sponsors’ Disclosure Statement Motion**”) and (iv) the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief*, dated November 2, 2022 [Docket No. 755] (the “**Bidding Procedures Motion**”).

**Each of the Debtors and the Committee on the one hand and the Plan Sponsors on the other have proposed their own plan of reorganization. As explained in the respective disclosure statements, Section 8 of each plan contains releases and related injunction and exculpation provisions, which will become effective if the applicable Plan is confirmed. You should carefully review each plan and the applicable releases, exculpation, injunction, and related provisions. If you do not agree to such provisions, you MUST take action to opt-out by filling out and timely submitting an “OPT-OUT FORM” for each plan that will be provided to all parties prior to the hearing to consider approval and confirmation of the Committee and Debtor Plan and the Plan Sponsors’ Plan which hearing is scheduled to be conducted on January 10, 2023 at 9:30 a.m. (prevailing Central Time).**

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective Disclosure Statement or the Plan, as applicable, or as the context otherwise requires.

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**PLEASE TAKE FURTHER NOTICE THAT:**

1. A hearing (the “**Disclosure Statement Hearing**”) will be held before Judge Michelle V. Larson **November 30, 2022, at 1:30 p.m. (prevailing Central Time)**, to consider entry of an order, determining, among other things, that the Committee and Debtor Disclosure Statement and the Plan Sponsors’ Disclosure Statement each contain “adequate information” within the meaning ascribed to such term in Bankruptcy Code section 1125 and approving the Committee and Debtor Disclosure Statement and Plan Sponsors’ Disclosure Statement. Please be advised that the Disclosure Statement Hearing may be adjourned or continued from time to time by the Bankruptcy Court, the Debtors and the Committee or the Plan Sponsors without further notice other than as indicated in any notice or agenda of matters scheduled that is filed with the Bankruptcy Court or by being announced in open court. If the Disclosure Statement Hearing is continued with respect to either the Committee and Debtor Disclosure Statement or the Plan Sponsors’ Disclosure Statement, the applicable plan proponent will cause to be posted the new date and time of the Disclosure Statement Hearing at <https://kccllc.net/edgemere>. Each disclosure statement and plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

2. The Plan Sponsors’ Plan contemplates the sale of the Debtors’ assets subject to a marketing and sale process. Accordingly, at the Disclosure Statement Hearing, the Plan Sponsors will present their Bidding Procedures Motion, pursuant to which the Plan Sponsors will request Court approval for the sale process described therein.

3. You may participate in this hearing in-person or via Webex. (by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015. A copy of the WebEx Hearing Instructions are attached hereto as Exhibit A.

4. Any party in interest wishing to obtain a copy of the (i) Committee and Debtor Disclosure Statement and Committee and Debtor Plan; (ii) Plan Sponsors’ Disclosure Statement and Plan Sponsors’ Plan; (iii) the Plan Sponsors’ Disclosure Statement Motion and/or (iv) the Plan Sponsors’ Bidding Procedures Motion (collectively, the “**Documents**”) should contact Kurtzman Carson Consultants LLC, (“**KCC**” or the “**Voting Agent**”), by (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing [at EdgemereInfo@kccllc.com](mailto:atEdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line. Interested parties may also review these Documents free of charge at <http://www.kccllc.net/edgemere>.

5. In addition, the Documents are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court’s website: <http://www.txnb.uscourts.gov>. Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov).

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6. As required by the Bankruptcy Court's Order (I) Shortening Notice Periods with Respect to Disclosure Statements and Scheduled Disclosure Statement Hearing; (II) Establishing Objection Deadline; and (III) Granting Related Relief entered on November 2, 2022 [Docket No. 749], objections, if any, to approval of the (i) Committee and Debtor Disclosure Statement; (ii) Plan Sponsors' Disclosure Statement; and/or (iii) the Bidding Procedures must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by such party against the Debtors' estates or property; (iv) provide the basis for objection and specific grounds thereof, and provide proposed language that, if accepted and incorporated by the respective plan proponents, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court, and served so that they are **actually received** by the following parties no later than **November 28, 2022 at 11:59 p.m. (prevailing Central Time)**: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for Plan Sponsors, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck and Eric Blythe; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Bankruptcy Court may order.

**7. IF AN OBJECTION TO THE DISCLOSURE STATEMENT(S) OR THE BIDDING PROCEDURE MOTION IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE COMMITTEE AND DEBTOR DISCLOSURE STATEMENT AND THE PLAN SPONSORS' DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND THE BIDDING PROCEDURES MOTION AND MAY NOT BE HEARD AT THE DISCLOSURE STATEMENT HEARING.**

**0. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON EITHER LAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE RESPECTIVE DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE BANKRUPTCY COURT.**

[Signatures on Following Page]

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Dated: November 2, 2022  
Dallas, Texas

**HAYES AND BOONE, LLP**

/s/ J. Frasher Murphy  
J. Frasher Murphy  
State Bar No. 24013214  
Thomas J. Zavala  
State Bar No. 24116265  
2323 Victory Avenue, Suite 700  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Plan Sponsors*

**POLSINELLI PC**

/s/ Trinitee G. Green  
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Telephone: (214) 397-0030  
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– and –

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Hac Vice*)  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to the Debtors and Debtors in  
Possession*

**Exhibit 4-B**

**(Nonvoting Status Notice – Unimpaired Claims)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
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Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
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Boston, MA 02111  
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[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
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[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

Under the Plan, your Claim has been classified in one of the following Unimpaired Classes:

Class	Impairment	Entitled to Vote
Class 1 – Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3 – Other Secured Claims	Unimpaired	No (Deemed to accept)

You hold an Unimpaired Claim that will be paid in full to the extent such Claim is Allowed. **Holders of Unimpaired Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
 c/o Kurtzman Carson Consultants LLC  
 222 N. Pacific Coast Highway, Suite 300  
 El Segundo, CA 90245

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

**UNIMPAIRED CLAIMS NOTICE**  
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**PAGE 2**

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform).

For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do \_\_\_\_\_

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at:

[https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

**UNIMPAIRED CLAIMS NOTICE**  
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**PAGE 3**

not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the “**Opt Out Form**” on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “**Opt Out Deadline**”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION**

**UNIMPAIRED CLAIMS NOTICE**  
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**WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPACE, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE**

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**DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS**

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**PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT,**

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**INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS,**

**INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL  
ADVISORS,**

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**AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE**

**RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO  
THE TERMS OF THIS PLAN.**

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**Exhibit 4-C**

**(Nonvoting Status Notice – Unclassified Claims)**

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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
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*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup> Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF UNCLASSIFIED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) approving the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

In compliance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Claims, Priority Tax Claims, the Diminution Claim and U.S. Trustee Fees are not classified under the Plan. Accordingly, your Claim has been Unclassified and will be paid in full to the extent such Claim is Allowed. **Holders of Unclassified Claims, such as you, are not entitled to vote on the Plan.** Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court’s WebEx platform). For WebEx Video Participation/Attendance:

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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<https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Lifespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric. E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you **MUST** affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**" on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

#### **Section 8.3 of the Plan – Releases by Holders of Claims.**

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED**

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**PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.**

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**Exhibit 5-B**

**(Disputed Claim Non-Voting Status Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
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Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
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[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and  
Popeo, PC  
One Financial Center  
Boston, MA 02111  
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[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
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*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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In re: Chapter 11  
Case No. 22-30659 (MVL)  
Northwest Senior Housing Corporation, *et* (Jointly Administered)  
*al.*,<sup>1</sup> Debtors.

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**NOTICE TO HOLDERS OR POTENTIAL HOLDERS OF DISPUTED CLAIMS NOT ENTITLED TO VOTE ON THE PLAN OF (I) NON-VOTING STATUS; (II) CONFIRMATION HEARING; (III) CONFIRMATION OBJECTION DEADLINE; AND (IV) OPPORTUNITY TO OPT OUT OF THIRD-PARTY RELEASES**

The Debtors in the Chapter 11 Cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

On [•], 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *First Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

**You hold a Disputed Claim. Holders of Disputed Claims, such as you, are not entitled to vote on the Plan. Under the Bankruptcy Code, only holders of allowed claims or interests may vote to accept or reject a plan of reorganization. Your Claim has been objected by the Debtors and/or the Plan Sponsors. You do, however, have the right to contest your non-voting status and/or object to the confirmation of the Plan in accordance with Bankruptcy Rule 3018.**

Pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Forms of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* (the “**Solicitation Procedures Order**”),<sup>5</sup> the Disclosure Statement, the Plan, and other materials included in the Solicitation Package will not be served upon you. The materials may be obtained free-of-charge from <https://www.kccllc.net/Edgemere> or by written request to Kurtzman Carson Consultants LLC (the “**Voting Agent**”) requesting that a paper copy of the Disclosure Statement, the Plan, and other materials included in the Solicitation Package be sent to the address specified in the request at the following address:

Northwest Senior Housing Corporation Solicitation  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors’ assets as contemplated therein (the “**Confirmation Hearing**”) and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242.

<sup>2</sup> Docket No. [•].

<sup>3</sup> Docket No. 870.

<sup>4</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

<sup>5</sup> Docket No. [•].

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You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: <https://uscourts.webex.com/meet/larson>. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). Additionally, the Plan may be modified without further notice before or as a result of the Confirmation Hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

Objections, if any, to the confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein must be filed with the Bankruptcy Court so as to be received on or before **January 20, 2023, at 4:00 p.m.** (prevailing Central Time) (the "**Objection Deadline**") and served so as to be actually received by the following parties no later than the Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green, [tggreen@polsinelli.com](mailto:tggreen@polsinelli.com), and Polsinelli PC, 600 3rd Avenue, 42nd Floor, New York, NY 10015, Attn: Jeremy R. Johnson, [jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com); (ii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, [dsbleck@mintz.com](mailto:dsbleck@mintz.com), Eric Blythe, [erblythe@mintz.com](mailto:erblythe@mintz.com), and Kaitlin Walsh, [krwalsh@mintz.com](mailto:krwalsh@mintz.com); (iii) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, [smccartin@foley.com](mailto:smccartin@foley.com), Thomas C. Scannell, [tscannell@foley.com](mailto:tscannell@foley.com), and Mark C. Moore, [mmoore@foley.com](mailto:mmoore@foley.com); (iv) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert, [lisa.l.lambert@usdoj.gov](mailto:lisa.l.lambert@usdoj.gov); (v) counsel for Litespace Communities, Inc., Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, Illinois 60606, Attn: Eric E. Walker, [EWalker@perkinscoie.com](mailto:EWalker@perkinscoie.com); and (vi) such other parties as the Bankruptcy Court may order.

Any objection to the Plan must be in writing, filed by the Objection Deadline, and (a) must state the name and address of the objecting party and the amount of its Claim or the nature of its interest, and (b) must state with particularity the nature of its objection. **Any objection not timely filed shall be deemed waived and shall not be considered by the Bankruptcy Court.**

Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting an opt out election form (the "**Opt Out Form**" on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the "**Opt Out Deadline**").

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<sup>6</sup> Judge Larson's WebEx hearing instructions can be found at: [https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson\\_4.pdf](https://www.txnb.uscourts.gov/sites/txnb/files/hearings/WebEx%20Hearing%20Instructions%20for%20Judge%20Larson_4.pdf).

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**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED**

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CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.

### Section 8.3 of the Plan – Releases by Holders of Claims.

AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, “CREDITOR RELEASED CLAIMS”). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.

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**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST**

**ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER  
KNOWN OR**

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**UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR**

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**ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED  
HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL  
RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST  
CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION  
AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE  
RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE  
TERMS OF THIS PLAN.

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**Exhibit 6-B**  
**(Opt Out Form)**

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Daniel S. Bleck (Admitted *Pro Hac Vice*)  
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*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**OPT OUT ELECTION FORM FOR NON-VOTING CLAIMS**

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to

<sup>1</sup> The Debtors in the Chapter 11 Cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

time, the “Plan”).<sup>2</sup> Holders of Claims are deemed to grant the third-party releases set forth in Section 8 of the Plan, which are included herein for ease of reference. If the Plan is confirmed these provisions will become effective against such holders of Claims. If you do not agree to such provisions and do not wish to be a Releasing Party as defined by the Plan, you MUST affirmatively elect to opt out by filling out and submitting this form on or before **January 20, 2023 at 4:00 p.m. (prevailing Central Time)** (the “Opt Out Deadline”).

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND  
INJUNCTION PROVISIONS IN PLAN**

**EACH PERSON THAT DOES NOT (I) OBJECT SPECIFICALLY TO THE THIRD PARTY RELEASE OR (II) AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE ON A TIMELY SUBMITTED BALLOT OR OPT OUT FORM SHALL, AND SHALL BE DEEMED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HAVE SPECIFICALLY CONSENTED TO THE RELEASES SET FORTH IN SECTION 8 OF THE PLAN, AND REPRODUCED BELOW:**

**Section 1.136 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan.

**Section 8.2 of the Plan – Releases by the Debtors.**

**PURSUANT TO BANKRUPTCY CODE SECTION 1123(b), AS OF THE EFFECTIVE DATE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE INVESTMENT AND SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THIS PLAN, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTOR AND THE ESTATES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, SETOFFS, RECOUPMENTS, REMEDIES, ENFORCEMENT RIGHTS AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, OR THE RELEASED PARTIES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT,**

<sup>2</sup> All capitalized terms not herein defined shall have the meaning ascribed to them in the Plan.

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**REPRESENTATION, OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, THE “DEBTOR RELEASED CLAIMS”), OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT INCLUDING FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POSTEFFECTIVE DATE OBLIGATIONS UNDER THIS PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO 40 PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THIS PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

**Section 8.3 of the Plan – Releases by Holders of Claims.**

**AS OF THE EFFECTIVE DATE AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR THE CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTOR, THE ESTATES, LIFESPAC, THE INITIAL PLAN SPONSORS AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, ENFORCEMENT RIGHTS, SETOFFS, RECOUPMENTS, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH PERSON WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF ANY OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, ANY ACT, REPRESENTATION OMISSION, TRANSACTION, AFFILIATION, EVENT OR OTHER CIRCUMSTANCE TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR**

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**RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS"). FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**Section 8.4 of the Plan - Exculpation.**

**UPON THE EFFECTIVE DATE, THE PLAN SPONSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING BANKRUPTCY CODE SECTION 1125(E).**

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THIS PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THIS PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THIS PLAN AGAINST ANY EXCULPATED PARTY.**

**Section 8.5 of the Plan - Discharge of Claims.**

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**PURSUANT TO BANKRUPTCY CODE SECTION 1141(D), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE BAR DATE ORDER, IN THIS PLAN, OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THIS PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THIS PLAN SHALL BE IN FULL AND FINAL SATISFACTION, SETTLEMENT, RELEASE, AND DISCHARGE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF ALL CLAIMS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, AND RIGHTS AGAINST THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THIS PLAN ON ACCOUNT OF SUCH CLAIMS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY CONTINGENT OR NONCONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IN EACH CASE WHETHER OR NOT: (I) A PROOF OF CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS FILED OR DEEMED FILED PURSUANT TO BANKRUPTCY CODE SECTION 501; (II) A CLAIM BASED UPON SUCH CLAIM, DEBT, OR RIGHT IS ALLOWED PURSUANT TO BANKRUPTCY CODE SECTION 502; OR (III) THE HOLDER OF SUCH A CLAIM HAS ACCEPTED THIS PLAN. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY DEFAULT BY THE DEBTORS WITH RESPECT TO ANY CLAIM THAT EXISTED BEFORE OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS SUBJECT TO THE EFFECTIVE DATE OCCURRING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN.**

**Section 8.6 of the Plan - Injunction.**

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, ALL RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING ON ACCOUNT OF, IN**

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**CONNECTION WITH, OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH RIGHTS, CLAIMS OR INTERESTS; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, RELIEF OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (IV) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED, OR DISCHARGED PURSUANT TO THIS PLAN.**

**THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THIS PLAN FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

**ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE LITIGATION TRUST, ALL OTHER RELEASED PARTIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND**

OPT OUT ELECTION FORM  
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**ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, AND OTHER PROFESSIONAL ADVISORS, AGENTS AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS, OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO RELEASES OR EXCULPATIONS CONTAINED HEREIN SHALL RELEASE LIFESPACE FROM ITS OBLIGATIONS TO THE RESIDENTS TRUST CONTAINED IN THE LIFESPACE SETTLEMENT AND CONTRIBUTION AGREEMENT, WHICH SHALL BE PRESERVED AND ASSIGNED TO THE RESIDENTS TRUST AND THE RESIDENTS TRUST TRUSTEE PURSUANT TO THE TERMS OF THIS PLAN.**

**PLEASE READ THE FOLLOWING:**

If you do not wish to be a “**Releasing Party**” (as defined in the Plan) and grant the releases set forth in the Plan, you **MUST** do all of the following: (i) check the following box, (ii) complete and sign this form, and (iii) ensure that this completed and signed form is timely submitted to the Voting Agent before the Opt Out Deadline expires.

**If you do not submit this completed and signed “Opt Out Form” to the Voting Agent before the Voting Deadline and check the following opt-out box, you will be deemed to have consented to the foregoing provisions and to being deemed a Releasing Party.**

**Item 1. Optional Opt Out Release Election.** Check the box below if you elect not to grant the releases contained in Section 8.3 of the Plan. Election to withhold consent is at your option. If you do not check the box below, you will be deemed to consent to the releases contained in Section 8.3 of the Plan to the fullest extent permitted by applicable law.

The undersigned elects to:

Eli OPT OUT of the releases contained in Section 8.3 of the Plan.

**Item 2. Certifications.**

By signing this Opt-Out Form, the undersigned certifies:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;

- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified

below have been submitted with respect to the Plan or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	(Print or Type)
Signature:	
Name of Signatory:	(If other than holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**IF YOU WISH TO OPT OUT, YOU MUST COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN NO LATER THAN JANUARY 20, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME):**

<b>VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:</b>	<b>VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:</b>
Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245	<a href="http://www.kccllc.net/edgemere">http://www.kccllc.net/edgemere</a>

OPT OUT ELECTION FORM  
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### **E-Ballot Voting Instructions**

To properly submit your Opt Out Form electronically, you must electronically complete, sign, and return this customized electronic Opt Out Form by utilizing the “E-Ballot” portal on the website maintained by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) by visiting <http://www.kccllc.net/edgmerge>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website. Opt Out Forms will not be accepted by facsimile, email or electronic means other than E-Ballot portal.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt Out Form:

Unique E-Ballot ID#:

PIN#:

If you are unable to use the E-Ballot portal or need assistance in completing and submitting your Opt Out Form, please contact the Voting Agent via telephone at (866) 967-0269 (U.S./Canada) or (310) 751-2669 (International) or by e-mail [at EdgemereInfo@kccllc.com](mailto:at.EdgemereInfo@kccllc.com). Holders who cast an Opt Out Form using the Voting Agent’s E-Ballot portal should NOT also submit a paper Opt Out Form.

**OPT OUT ELECTION FORM**  
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**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

Trinitee G. Green (SBN 24081320) Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

J. Frasher Murphy (SBN 24013214)  
Thomas J. Zavala (SBN 24116265)  
Haynes and Boone, LLP  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: (214) 651-5000  
[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
Polsinelli PC  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, PC  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to Debtors and Debtors in Possession*

*Counsel to UMB Bank, N.A. as Trustee and DIP Lender*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF HEARING REGARDING (I) CONFIRMATION OF THE FIRST AMENDED PLAN OF REORGANIZATION OF THE PLAN SPONSORS DATED DECEMBER 6, 2022; (II) APPROVAL OF THE SALE TRANSACTION; AND (III) RELATED VOTING AND OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [•]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [•]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan, and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video**

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<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

### **CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The voting record date is **December 15, 2022** (the “**Voting Record Date**”), which is the date for determining which holders of Claims and Interests are entitled to vote on the Plan.

**Voting Deadline.** The deadline for voting on the Plan **January 20, 2023, at 4:00 p.m. prevailing Central Time** (the “**Voting Deadline**”). If you received a Solicitation Package including a Ballot and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by Kurtzman Carson Consultants LLC (the “**Voting Agent**”) on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER SUCH PROVISIONS UNDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING A FORM TO “OPT-OUT” OF SUCH RELEASES AND RELATED PLAN PROVISIONS.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing **must**: (a) be in writing; (b) comply with the

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Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors' Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

### **ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package(s) with respect to the Plan are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (866) 967-0269 (toll free) or +1 (310) 751-2669 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (c) emailing at [EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to "Edgemere" in the subject line. You may also obtain such information for free by visiting the case website at <http://www.kccllc.net/edgemere> or for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**The Plan Supplement.** The Plan Sponsors will file the Plan Supplement (as defined in the Plan) on or before **January 16, 2023** and will serve notice on all holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties of the filing of the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

### **BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE CONFIRMED PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

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Dated:, 2022  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

Trinitee G. Green (SBN 24081320)  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
[tggreen@polsinelli.com](mailto:tggreen@polsinelli.com)

– and –

Jeremy R. Johnson (Admitted *Pro Hac Vice*)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
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Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*

J. Frasher Murphy  
State Bar No. 24013214  
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State Bar No. 24116265  
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[frasher.murphy@haynesboone.com](mailto:frasher.murphy@haynesboone.com)  
[tom.zavala@haynesboone.com](mailto:tom.zavala@haynesboone.com)

– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**Exhibit 8-B**

**(Plan Supplement Notice)**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on December 6, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 869] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 6, 2022* [Docket No. 870] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on November 2, 2022, the Initial Plan Sponsors filed the *Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 755] (the “**Sale Motion**”);

**PLEASE TAKE FURTHER NOTICE THAT** on December 6, 2022, the Initial Plan Sponsors filed the *Notice of Filing Revised and Supplemental Documents in Support of Motion of Trustee and DIP Lender for Entry of an Order (I) Authorizing and Approving the Bidding Procedures; (II) Authorizing and Approving the Stalking Horse Asset Purchase Agreement; (III) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

*Leases; (IV) Scheduling Combined Confirmation and Sale Hearing; and (V) Granting Related Relief* [Docket No. 872] (the “**Sale Documents**”);

**PLEASE TAKE FURTHER NOTICE THAT** on [DATE], 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. [●]] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and its order [Docket No. [●]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE THAT**, as contemplated by the Plan, the Plan Sponsors filed the Plan Supplement with the Court on [●], 2022 [Docket No. [●]]. The Plan Supplement contains the following documents (as defined in the Plan): (i) the Litigation Trust Agreement; (ii) Residents Trust Agreement; (iii) list(s) of Executory Contracts and Unexpired Leases, and (iv) a form of monthly rental agreement for Current Residents. The Plan Sponsors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan and approval of the sale of substantially all of the Debtors’ assets pursuant to the terms of the Plan (the “**Confirmation and Sale Hearing**”) will commence on **January 26, 2023 at 9:30 a.m. prevailing Central Time** before the Honorable Michelle V. Larson, in the Bankruptcy Court located at 1100 Commerce St., 14th Flr. Courtroom #2 Dallas, TX 75242. The Confirmation and Sale Hearing will be conducted in a hybrid format. Thus, you may participate in-person or via Webex. If you wish to participate remotely, you may do so by video or telephone via the Court’s WebEx platform). **For WebEx Video Participation/Attendance:** Link: <https://us-courts.webex.com/meet/larson>. **For WebEx Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

**PLEASE BE ADVISED:** THE CONFIRMATION AND SALE HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE PLAN SPONSORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

<sup>2</sup> Important information and deadlines related to the proposed marketing and sale of the Debtors’ assets pursuant to the Plan are set forth in the Sale Motion and the Sale Documents, which should be reviewed together with the Plan by all parties in interest.

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**IF YOU DO NOT AGREE TO SUCH PROVISIONS AND DO NOT WISH TO BE A RELEASING PARTY, AS DEFINED BY THE PLAN, YOU MUST TAKE ACTION BY FILLING OUT AND TIMELY SUBMITTING AN “OPT-OUT FORM.”**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.**

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors’ Estates; (d) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline: (i) counsel for the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201, Attn: Trinitee G. Green and 600 3rd Avenue, 42nd Floor, New York, NY 10016, Attn: Jeremy R. Johnson; (ii) counsel for Lifespace Communities, Inc., Cooley LLP, 110 North Upper Wacker Drive, Suite 4200, Chicago, Illinois 60606, Attn: Eric. E. Walker; (iii) counsel for UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attn: Daniel Bleck, Eric Blythe, and Kaitlin Walsh; (iv) counsel for the Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn. Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

**ADDITIONAL INFORMATION**

**Obtaining Solicitation Materials.** The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a an electronic version) or a copy of the Plan Supplement, please feel free to contact the voting by: (a) calling (866) 967-0269 (toll free) or +1 (917) 281-4800 (international); (b) writing to Northwest Senior Housing Corporation Solicitation, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) emailing [at EdgemereInfo@kccllc.com](mailto:EdgemereInfo@kccllc.com) with a reference to “Edgemere” in the subject line; or (d) visiting the case website at <http://www.kccllc.net/edgemere>. You may also obtain such information for a fee via PACER at <http://www.txnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**BINDING NATURE OF THE PLAN:**

**IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

Dated:, 2023  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*  
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Facsimile: (214) 397-0033  
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– and –

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*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*  
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– and –

**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY, AND POPEO, PC**

Daniel S. Bleck (Admitted *Pro Hac Vice*)  
Eric Blythe (Admitted *Pro Hac Vice*)  
Kaitlin R. Walsh (Admitted *Pro Hac Vice*)  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 546-6000  
[dsbleck@mintz.com](mailto:dsbleck@mintz.com)  
[erblythe@mintz.com](mailto:erblythe@mintz.com)  
[krwalsh@mintz.com](mailto:krwalsh@mintz.com)

*Counsel to UMB Bank, N.A. as Trustee and  
DIP Lender*

**Exhibit 9**

**(Resident Claim Cover Letter Template)**



222 N. Pacific Coast Hwy 310.823.9000 PHONE  
3<sup>rd</sup> Floor kccllc.com  
El Segundo, CA 90245

[Date]

[Resident Name  
Contact  
Address  
Address  
City, State, Zip]

You are scheduled as a resident claimant under Edgemere's bankruptcy case.

***The amount of Edgemere's refund obligation due to you pursuant to the terms of your residency agreement with Edgemere is \$[\_\_\_\_\_].***

IF YOU AGREE WITH THIS AMOUNT YOU DO NOT HAVE TO FILE A REJECTION CLAIM AND THE REJECTION DAMAGES BAR DATE WILL NOT APPLY TO YOU. THE ONLY ACTION YOU NEED TO TAKE IS THE SUBMISSION OF THE BALLOT VOTING TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 PLAN BEFORE THE VOTING SUBMISSION DEADLINE INCLUDED THEREIN.

IF YOU DISAGREE WITH THIS AMOUNT, THEN YOU WILL NEED TO FILE A REJECTION CLAIM PRIOR TO THE REJECTION CLAIM BAR DATE FOLLOWING THE REJECTION OF YOUR RESIDENCY AGREEMENT.

Document comparison by Workshare Compare on Wednesday, December 14, 2022 12:48:02 PM

<b>Input:</b>	
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Description	Clean Dec 7 Supplement - Proposed Order
Document 2 ID	file:///C:/Users/acham/AppData/Roaming/iManage/Work/Recent/Northwest Senior Hou (116323-720995) Restructuring/Dec 14 Supplement - Proposed Order(87265405.2).docx
Description	Dec 14 Supplement - Proposed Order(87265405.2)
Rendering set	Standard

<b>Legend:</b>	
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<del>Deletion</del>	
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Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

<b>Statistics:</b>	
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Deletions	8
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	190
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