

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 (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  
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  
erblythe@mintz.com  
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 OF FILING CORRECTED EXHIBIT 3 TO  
THIRD AMENDED DISCLOSURE STATEMENT**

<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) (together, the “**Debtors**”). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



**PLEASE TAKE NOTICE** that on December 19, 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 “**Initial Plan Sponsors**”) and the Debtors (together with the Initial Plan Sponsors, the “**Plan Sponsors**”) filed their *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (the “**Third Amended Disclosure Statement**”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is a corrected version of the Lifespace Settlement and Contribution Agreement, which is Exhibit 3 to the Third Amended Disclosure Statement.

*[Remainder of page intentionally left blank.]*

Dated: December 20, 2022  
Dallas, Texas

**HAYNES 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  
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  
erblythe@mintz.com  
krwalsh@mintz.com

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

**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

– 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

*Counsel to the Debtors and Debtors in  
Possession*

# EXHIBIT A

## **SETTLEMENT AND CONTRIBUTION AGREEMENT**

This SETTLEMENT AND CONTRIBUTION AGREEMENT (“Agreement”) is executed by and entered into between Northwest Senior Housing Corporation d/b/a Edgemere (“Edgemere” and Lifespace Communities, Inc. (“Lifespace”) (each individually a “Party”, and collectively the “Parties”) effective as of December 16, 2022.

### **RECITALS<sup>1</sup>**

#### **A. Overview of Edgemere’s Business.**

1. Edgemere is an upscale and well-established continuing care retirement community (“CCRC”) that offers senior residents a continuum of care in a luxury campus-style setting, providing living accommodations and related health care and support services to a target market of seniors aged sixty-two (62) and older. Edgemere consists of approximately 304 independent living (“IL”) apartment-style residences in one, two and three-bedroom configurations. Edgemere also houses 68 residential-style assisted living (“AL”) suites, 45 memory support (“MS”) assisted living suites and a skilled nursing Community (“SNF”) with 87 skilled nursing beds, all located on a 16.25 acre campus.

2. As of October 19, 2022, 219 IL units were occupied (72.04% occupancy), 39 AL units were occupied (57.35% occupancy), 21 MS units occupied (46.67% occupancy), and 54 SNF units were occupied (62.07% occupancy). The Community is currently the home of approximately 376 residents.

3. As is common practice in the CCRC industry, Edgemere primarily receives revenue from entrance fees and monthly service fees. Historically, the residents have been required to enter

---

<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

into one of the following types of Residency Agreements to move into the Community: Life Care Agreements, Assisted Living Residency Agreements, and SNF Residency Agreements.

**B. Current, Former and Escrow Residents**

1. There are three (3) categories of Edgemere residents:
  - a. Former residents of Edgemere (“Former Residents”);
  - b. Current residents of Edgemere, excluding the Escrow Residents (“Current Residents”); and
  - c. Residents that currently reside at Edgemere under the terms and conditions of an Escrow Agreement dated September 27, 2021, by and among Edgemere, the Trustee, and Regions Bank as escrow agent (the “Escrow Residents” and, together with the Current and Former Residents, the “Residents”).

**C. Lifespace Affiliation Agreement**

1. In June 2019, Lifespace entered into an Affiliation Agreement pursuant to which Lifespace became the new sole member of Edgemere.
2. Edgemere relies on revenue generated by existing and new residents to, among other things, maintain day-to-day operations, service debt obligations and honor Resident obligations. However, for some time Edgemere has faced challenges that have threatened its ability to honor its obligations and maintain operational stability, including optimal occupancy levels.

**D. The Chapter 11 Cases**

1. On April 14, 2022 (the “Petition Date”), Edgemere filed a voluntary petition in this Court jointly with affiliate Senior Quality Lifestyles Corporation (together with Edgemere, the “Debtors”) commencing a case for relief under chapter 11 of the Bankruptcy Code in the United

States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) [Lead Case No. 22-30659] (the “Chapter 11 Cases”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Nick Harshfield in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 7] (“First Day Declaration”) and fully incorporated herein by reference.

2. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). The Debtors continue to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

3. On April 28, 2022, the Office of the United States Trustee for the Northern District of Texas (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) pursuant to Bankruptcy Code section 1102(a)(1).

**E. Joint Chapter 11 Plan**

1. On December 6, 2022, Edgemere, the Trustee and the DIP Lender filed their *First Amended Joint Plan of Reorganization* [Docket No. 870] (the “Plan”), which is supported by Lifespace and the Committee. The Plan incorporates the terms of this Agreement.

**F. Resident Refund Obligations**

1. The Plan proposes to reject all Residency Agreements with Current, Former, and Escrow Residents, and provides for the purchaser of Edgemere’s assets pursuant to the Sale Procedures Motion to offer the Current Residents new residency agreements. Accordingly, the Residents will have rejection damages claims against Edgemere, including claims for the refund of their entrance fees due and owing under the rejected Residency Agreements, in the following approximate amounts:

- a. Escrow Residents: \$16,494,326 is currently held in escrow for the benefit of Escrow Residents (the “Entrance Fee Escrow Deposits”). The Plan provides for Entrance Fee Escrow Deposits to be returned to the Escrow Residents in full and final satisfaction of their claims within ten (10) days of the Effective Date of the Plan.
- b. Former Residents: Former Residents shall have allowed entrance fee refund obligation claims against Edgemere of approximately \$40,705,569.67 (individually, an “Allowed Former Resident Claim” and in the aggregate, “Allowed Former Resident Claims”).
- c. Current Residents: Current Residents shall have allowed entrance fee refund obligation claims against Edgemere of approximately \$101,130,040.00 (individually, an “Allowed Current Resident Claim” and in the aggregate, “Allowed Current Resident Claims” and together with the Allowed Former Resident Claims, the “Allowed Resident Claims”).

**G. Settlement**

1. Pursuant to the terms of the Plan and this Agreement, Lifespace has agreed to fund contributions to the Plan as a settlement of any potential claims the Debtors, the Trustee and/or Residents (who do not OPT OUT under the terms of the Plan) may have against Lifespace pursuant to the Residency Agreements, the Affiliation Agreement, under the Bankruptcy Code, at law or in equity and in exchange for full releases and exculpations provided under the Plan (the “Plan Releases”).



2. The Committee actively participated in the negotiation of this Agreement with Lifespace, both supports and endorses its approval and has encouraged Edgemere to likewise support and endorse this Agreement.

3. After considering the Committee's recommendation, Edgemere has evaluated this Agreement and has concluded it represents the best outcome presented to Edgemere for the Residents.

### **AGREEMENT**

**NOW, THEREFORE,** in consideration of the foregoing recitals, reliance upon the Committee's negotiations and support, and the promises and mutual covenants herein contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree and stipulate, contingent upon Bankruptcy Court confirmation of the Plan, to the terms set forth below:

1. The Residents Trust. On the Effective Date of the Plan, a trust (the "Residents Trust") shall be formed for the benefit of Former Residents and Current Residents who do not OPT OUT of the settlement and the releases in the Plan (the "Participating Former Residents" and "Participating Current Residents," respectively) pursuant to the terms of the Plan and a Residents Trust Agreement in form and substance satisfactory to Lifespace and the Committee.

2. Lifespace Contributions to the Residents Trust. Lifespace hereby agrees to contribute to the Residents Trust an amount equal to the sum of (i) the total Allowed Former Resident Claims of Participating Former Residents, (ii) the total Allowed Current Resident Claims of Participating Current Residents, and (iii) the total projected Residents Trust expenses (the

“Lifespace Trust Contribution”), in annual payments in the amounts listed on the Contribution Schedule attached hereto as **Exhibit 1**.<sup>2</sup> Beginning in year 2025:

(a) If any portion of any required annual payment of the Lifespace Trust Contribution would result in Lifespace failing to maintain at least 250 days cash on hand (the “Lifespace Minimum DCOH”) then such portion of the annual payment may be deferred to the following year (the “Lifespace Deferral”);

(b) Any Lifespace Deferral that has accrued for two years is due to be paid in full the following year unless it may be deferred under the following paragraph.

(c) If any portion of any Lifespace Trust Contribution would trigger an event of default (an “MTI Default”) under the Lifespace Master Trust Indenture dated November 1, 2010, (as amended, and as may be further amended, the “Master Trust Indenture”), then any such portion may be deferred until payment in full would not trigger an MTI Default.

(d) The annual Lifespace Trust Contributions listed on Exhibit 1 shall be made on December 31 of each year for the subsequent calendar year (the “Payment Date”). By way of example, the Lifespace Trust Contribution for 2024 shall be made on December 31, 2023.

(e) On December 15 of each year, Lifespace shall prepare and deliver to the Trustee a statement setting forth its good faith estimate of the Lifespace Minimum DCOH projection as of the Payment Date for the following year to determine if any portion of the required Lifespace Trust Contribution for that year will cause the Lifespace days cash on hand (“DCOH”) to go below the Lifespace Minimum DCOH or cause an MTI Default as

---

<sup>2</sup> Exhibit 1 currently assumes that all Residents will participate in the settlement and releases in the Plan. If any Resident elects to OPT OUT of the settlement and releases in the Plan, such Resident will not participate in any distributions under this Agreement or the Residents Trust, and the Lifespace Trust Contribution set forth on Exhibit 1 will be reduced by an amount equal to such Resident’s Allowed Resident Claim.

of the Payment Date (the “Financial Threshold Estimate”). The Financial Threshold Estimate shall contain a certificate of the Chief Financial Officer of Lifespace certifying that the Financial Threshold Estimate was prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end as if such Financial Threshold Estimate was being prepared and audited as of a fiscal year end.

3. Post-Payment Date Adjustment.

(a) Within 150 days after the Payment Date, Lifespace shall deliver to the Trustee a statement certified by the Lifespace auditor setting forth the final calculation of the Lifespace DCOH as of the Payment Date (the “Final DCOH Calculations”) and final determination of whether an MTI Default would have in fact occurred from the payment due on the Payment Date (the “MTI Default Calculation” and together with the Final DCOH Calculation the “Final Audited Certification”).

(b) Lifespace shall pay any underpayment, and the Trustee shall return any overpayment, within 30 days of delivery of the Final Audited Certification.

4. Examination and Review.

(a) After receipt of the Final Audited Certification, the Trustee shall have 30 days (the “Review Period”) to review the Final Audited Certification. During the Review Period, the Trustee shall have reasonable access to Lifespace information relating to the Final Audited Certification. The Trustee may object to the Final Audited Certification by delivering to Lifespace before the expiration of the Review Period a written objection

setting forth in reasonable detail the basis for the Trustee's objection (the "Objection"). If the Trustee does not deliver an Objection before the expiration of the Review Period, the Trustee shall be deemed to have accepted and agreed to the Final Audited Certification.

(b) If the Trustee delivers an Objection before the expiration of the Review Period, Lifespace and the Trustee shall negotiate in good faith to resolve such objections within 30 days after the delivery of the Objection, which Resolution Period may be extended upon the written mutual agreement of Lifespace and the Trustee (the "Resolution Period"). If any part of the Objection is not resolved by the expiration of the Resolution Period, the unresolved portion of the Objection shall be submitted to KPMG (the "Independent Accountant") for resolution. The decision of the Independent Accountant (the "Independent Accountant Decision") shall be final and binding on the Parties. Any payments required to be made under this Agreement shall be consistent with the Independent Accountant Decision and shall be made within 30 days after the Independent Accountant Decision. The costs of the Independent Accountant shall be paid by the losing Party.

5. Distributions of Trust Assets. The Residents Trust shall receive the Lifespace Trust Contributions and distribute the trust funds as set forth below:

(a) Participating Former Residents shall receive a distribution in the amount of their Allowed Former Resident Claims sixty (60) days after (a) the Residents Trust has been informed that the Participating Former Resident's independent living unit has been re-leased to a new resident, and (b) the Residents Trust has sufficient funds, after reasonable reserves, to make such distribution (the Trustee shall reserve sufficient funds in

the Residents Trust for reasonable Trust expenses and the future payments of the projected Life Care Subsidy (defined below) to Participating Current Residents).

(b) Participating Current Residents shall receive a distribution in the amount of their Allowed Current Resident Claims within sixty (60) days after (a) vacating the Edgemere facility, either through death or by moving out of the facility, (b) the Residents Trust has been informed that the Participating Current Resident's independent living unit has been re-leased to a new resident, and (c) the Trust has sufficient funds, after reasonable reserves, to make such distribution (the Trustee shall reserve sufficient funds in the Residents Trust for reasonable Trust expenses and the future payments of the projected Life Care Subsidy to Participating Current Residents).

(c) If there are insufficient funds in the Residents Trust to fully pay an Allowed Resident Claim, such Resident shall receive whatever portion of the Allowed Resident Claim is available at that time, with the remaining portion of the Allowed Resident Claim payable in subsequent years as funds become available. If there is more than one Resident who is not fully paid their Allowed Resident Claim when due under this Agreement, the Residents Trust shall pay those Participating Residents in the chronological order as funds are available to the Residents Trust.

(d) Participating Current Residents who advance to higher levels of care within the community may request, and the Residents Trust shall pay directly to such Participating Current Resident (subject to the availability of funds in the Residents Trust), the portion of such Resident's monthly fee for the elevated level of care that exceeds the then-current monthly fee charged for independent living services. All payments made directly to any

Participating Current Resident hereunder shall be deducted from such Participating Current Resident's Allowed Current Resident Claim.

(e) In addition, Participating Current Residents that are able to establish to the satisfaction of the Residents Trust Trustee that he or she is indigent and unable to pay their monthly fee may request, and the Residents Trust shall pay directly to such Participating Current Resident (subject to the availability of funds in the Residents Trust) such Participating Current Resident's monthly fee (in any level of care) until such Participating Current Resident's Allowed Current Resident Claim has been exhausted. Requests for distribution of Residents Trust assets directly to such Participating Current Resident in accordance with this paragraph and the preceding paragraph (referred to herein as the "Life Care Subsidy") shall be given priority in timing of payment to distributions to residents who vacate the community.<sup>2</sup>

(f) Residents who OPT OUT of the Plan Releases pursuant to the terms of the Plan shall receive no distributions from the Residents Trust and shall not be entitled to payment of Life Care Benefits from the Residents Trust.

6. Condition Precedent to Effectiveness. The effectiveness of this Agreement is subject to and conditioned upon (i) entry of a Final Order confirming the Plan by the Bankruptcy Court in a form satisfactory to Lifespace on or before February 15, 2023, and (ii) the Effective Date of the Plan occurring on or before May 15, 2023. If either of these conditions does not occur (unless waived by all of the Parties), then this Agreement shall become null and void *ab initio*, and no settlement, contribution or distributions will be made to any party pursuant to this Agreement.

7. Non-Admission. All Parties agree that by entering into this Agreement, no Party acknowledges, admits, concedes, confesses, or recognizes any wrongdoing, liability, or fault

whatsoever. Nothing contained herein shall be construed as an admission of liability and neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with the Agreement, shall be deemed or construed in any judicial, non-judicial, arbitration or other proceeding, to be evidence of, or a presumption, concession, or admission by any Party of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted against any of the Parties, or of any liability, fault, wrongdoing or otherwise.

8. Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. The Trustee of the Residents Trust shall be a third part beneficiary of this Agreement. **Edgemere is expressly allowed, and shall assign all of its rights under this Agreement, to the Residents Trust, including the right to enforce Litespace's contribution obligations under this Agreement.**

9. Arms Length Transaction. The Parties along with the Committee acknowledge and agree that this Agreement is the product of arms-length negotiations, and that it is entered into in good faith, and in the best interests of each of the Parties and the Residents. Each Party along with the Committee has carefully read the Agreement and the contents thereof are known and understood by each of the Parties along with the Committee. Each Party along with the Committee has had the opportunity to receive and has received independent legal advice from attorneys of its choice with respect to the advisability of making this settlement and the releases provided herein and with respect to the advisability of executing the Agreement.

10. Entire Agreement. The Parties acknowledge and agree that this Agreement together with the Plan constitute the entire agreement between and among the Parties and

supersedes all prior agreements and understandings, both written and oral, among the Parties or between any of them with respect to the subject matter hereof; provided that the Agreement shall not be interpreted inconsistently with the terms of the Plan and that the Plan Releases shall not be impaired, diminished or otherwise affected by the terms of the Agreement.

11. Specific Performance/Covenant Not to Sue/Injunction. The Parties acknowledge that money damages are an inadequate remedy for breach of this Agreement. Therefore, the Parties agree that each of them has the right, in addition to any other right that they may have under the Agreement or otherwise (including the right to seek money damages), to specific performance of the Agreement in the event of any breach hereof by any Party.

12. Waiver. The failure of any Party to insist on strict adherence to any term of the Agreement shall not be considered a waiver of, or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement. Any waiver (express or implied) of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

13. Further Assurances, Best Efforts, Exclusive Jurisdiction. Each Party agrees to use its reasonable best efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under applicable laws and regulations to implement and make effective the settlement transactions contemplated by this Agreement. Each Party further agrees that the Bankruptcy Court shall retain exclusive jurisdiction to enforce this Agreement in connection with the Plan.

14. Amendment or Modification. The Agreement may be amended, modified, altered or supplemented only upon written agreement of all of the Parties.



15. Binding Effect. The Agreement is intended to and shall confer upon the Resident Trust and its Trustee all rights to enforce this Agreement and the remedies hereunder. The Agreement is binding upon and is for the benefit of the Parties, the Residents, the Residents Trust, and the Trustee of the Residents Trust and their respective successors, assigns and legal representatives.

16. Warranty of Authority. Each Party and the Committee in its respective representative capacity represents and warrants that it is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf its signature is affixed.

(a) Edgemere represents that it is duly organized, validly existing and in good standing under the laws of the State of Texas and has the requisite power to enter into and perform the Agreement, subject to confirmation of the Plan. The Agreement has been duly authorized by all necessary actions on the part of Edgemere, has been duly executed, and, constitutes a binding agreement, enforceable in accordance with its terms.

(b) Lifespace represents that it is duly organized, validly existing and in good standing under the laws of Iowa and has the requisite power to enter into and perform the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lifespace, has been duly executed by Lifespace and constitutes a binding agreement of Lifespace, enforceable against Lifespace in accordance with its terms.

(c) The Parties represent that there are no other persons or entities whose consent is required in order to give full force and effect to the terms of this Agreement.

17. No Representations or Warranties. The Parties acknowledge that they are entering into this Agreement without any representations, warranties, express or implied (other than those expressly set forth herein).

18. Headings. The headings contained in the Agreement are for convenience of reference purposes only and do not form a part of the Agreement and in no way modify, interpret or construe the agreements and understandings of the Parties contained in the Agreement.

19. Notices. All notices, requests, claims, or demands hereunder shall be in writing and shall be delivered by electronic mail or by Federal Express mail, and addressed as follows:

**IF TO THE LIFESPACE:**

Cooley LLP  
110 North Wacker Drive  
42nd Floor  
Chicago, IL 60606  
Attention: Eric Walker  
ewalker@cooley.com

-and-

Lifespace Communities, Inc.  
3501 Olympus Blvd, Suite 300  
Dallas, TX 75019  
Attention: Tim Gorman, General Counsel  
Tim.Gorman@lifespacecommunities.com

**IF TO EDGEMERE RELATED PARTIES:**

Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, TX 75201  
Attention: Jeremy Johnson and Trinitee Green  
[Jeremy.johnson@polsinelli.com](mailto:Jeremy.johnson@polsinelli.com)  
[Tggreen@polsinelli.com](mailto:Tggreen@polsinelli.com)

**IF TO RESIDENTS TRUST:**

Foley & Lardner LLP  
2021 McKinney Avenue, Suite 1600  
Dallas, TX 75201  
Attention: Stephen McCartin, Mark Moore and Tom Scannell  
[smccartin@foley.com](mailto:smccartin@foley.com)  
[mmoore@foley.com](mailto:mmoore@foley.com)  
[tscannell@foley.com](mailto:tscannell@foley.com)

20. Counterparts. The Agreement may be signed in counterparts and delivered by electronic mail, and so executed, shall constitute one agreement. The Agreement shall be considered executed and binding on all Parties when all signatories designated herein have executed the Agreement.


21. Severability. If one or more of the provisions contained in the Agreement is determined by a court of jurisdiction to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired, and the Parties will in good faith agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision.

22. Governing Law. The Agreement, and the rights and obligations of the Parties under this agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of laws principles, and the Parties consent to jurisdiction in the State of Texas.

23. Jurisdiction. Any dispute, difference or controversy arising under the Agreement may be settled and finally determined by the Bankruptcy Court. The Bankruptcy Court shall retain jurisdiction for purposes of enforcing this Agreement and the Parties consent to the jurisdiction of the Bankruptcy Court for such purpose. Each Party waives any right to request or obtain a trial by jury in any judicial proceeding pertaining to the matters governed by the Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**NORTHWEST SENIOR HOUSING  
CORPORATION:**

By: 

as: Director and Chairperson of the  
Restructuring Committee of the Board of  
Directors, and not Individually

---

**LIFESPACE COMMUNITIES, INC.:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Agreed, Acknowledged and Approved as  
Set Forth Above:**

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF THE  
DEBTORS**

By: \_\_\_\_\_

Its Chairperson

**NORTHWEST SENIOR HOUSING  
CORPORATION:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LIFESPACE COMMUNITIES, INC.:**

By:  \_\_\_\_\_

Its: President + CEO \_\_\_\_\_

**Agreed, Acknowledged and Approved as  
Set Forth Above:**

**OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF THE  
DEBTORS**

By:  \_\_\_\_\_

Its Chairperson

**Exhibit 1**

**Lifespace Trust Contribution Schedule**

<b>Date</b>	<b>Lifespace Contribution Payment</b>	<b>Administrative Expense Payment</b>	<b>Annual Payment</b>
<b>Effective Date Payment</b>	\$52,385,094.00	\$75,000.00	\$52,460,094.00
2024	\$11,395,234.00	\$75,000.00	\$11,470,234.00
2025	\$10,839,105.00	\$75,000.00	\$10,914,105.00
2026	\$9,968,057.00	\$75,000.00	\$10,043,057.00
2027	\$9,005,741.00	\$75,000.00	\$9,080,741.00
2028	\$7,901,979.00	\$75,000.00	\$7,976,979.00
2029	\$6,889,084.00	\$75,000.00	\$6,964,084.00
2030	\$5,966,775.00	\$75,000.00	\$6,041,775.00
2031	\$5,134,098.00	\$75,000.00	\$5,209,098.00
2032	\$4,359,664.00	\$75,000.00	\$4,434,664.00
2033	\$3,674,660.00	\$75,000.00	\$3,749,660.00
2034	\$3,078,130.00	\$75,000.00	\$3,153,130.00
2035	\$2,562,942.00	\$75,000.00	\$2,637,942.00
2036	\$2,129,252.00	\$75,000.00	\$2,204,252.00
2037	\$1,761,542.00	\$75,000.00	\$1,836,542.00
2038	\$1,446,837.00	\$75,000.00	\$1,521,837.00
2039	\$1,173,589.00	\$75,000.00	\$1,248,589.00
2040	\$931,568.00	\$75,000.00	\$1,006,568.00
2041	\$734,281.00	\$75,000.00	\$809,281.00
2042	\$572,976.00	\$75,000.00	\$647,976.00
	<b>\$141,910,608.00</b>	<b>\$1,500,000.00</b>	<b>\$143,410,608.00</b>