



ENTERED
02/20/2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	§	
In re:	§	Chapter 11
NEIGHBORS LEGACY HOLDINGS, INC., et al.,	§	Case No. 18-33836 (MI)
Debtors.¹	§	(Jointly Administered)
	§	

**ORDER (1) CONDITIONALLY APPROVING DISCLOSURE STATEMENT;
(2) SCHEDULING CONFIRMATION HEARING; (3) ESTABLISHING VOTING
DEADLINE AND PROCEDURES FOR FILING OBJECTIONS TO CONFIRMATION;
(4) APPROVING FORM OF BALLOTS; AND (5) ESTABLISHING SOLICITATION
AND TABULATION PROCEDURES
(Relates to Docket No. 759)**

1. Having considered the Debtors’ Expedited Motion for Order (1) Conditionally Approving Disclosure Statement; (2) Scheduling Confirmation Hearing; (3) Establishing Voting Deadline and Procedures for Filing Objections to Confirmation; (4) Approving Form of Ballots; and (5) Establishing Solicitation and Tabulation Procedures (the “Motion”), and the responses thereto, if any, the Court finds that the Disclosure Statement contains adequate information within the meaning of 11 U.S.C. § 1125 and should be conditionally approved.² Accordingly, it is **ORDERED** that

2. The *Second Amended Disclosure Statement for Joint Plan of Liquidation of Neighbors Legacy Holdings Inc., and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Doc. No. 773] is conditionally approved, subject to the right of parties in interest to object as described below.

3. The following schedule with respect to the final approval of the Disclosure Statement and confirmation of the *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings Inc., and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 772] (the “Plan”) is approved:

Event	Deadline
Voting Record Date	February 15, 2019

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kcellc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Motion.



Event	Deadline
Commencement of Plan Solicitation and Mailing of Combined Notice	February 22, 2019
Deadline to File 3018 Motion	February 28, 2019, at 5:00 p.m. (Prevailing Central Time)
Plan Supplement Filing Deadline	Five (5) calendar days prior to the Plan Voting Deadline
Plan Voting Deadline	March 20, 2019, at 5:00 p.m. (Prevailing Central Time)
Deadline to Object to Disclosure Statement, Confirmation	March 20, 2019, at 5:00 p.m. (Prevailing Central Time)
Combined Hearing on Final Approval of Disclosure Statement and Confirmation of Plan	March 22, 2019, at 9:30 a.m. (Prevailing Central Time)
Plan Effective Date	To Be Determined

Confirmation Hearing

4. The Court will conduct a hearing on confirmation of the Plan, including timely filed objections to confirmation and objections to the Disclosure Statement on March 22, 2019, at 9:30 a.m., in Courtroom 404 of the United States Bankruptcy Court, 515 Rusk, Houston, Texas.

Deadline to Object to Plan Confirmation and Disclosure Statement

5. Any written objections to the Disclosure Statement or confirmation of the Plan shall be filed with the Court no later than March 20, 2019, by 5:00 p.m., prevailing Central Time. If no objections are timely filed, the conditional approval of the Disclosure Statement shall automatically become final without further order of this Court. Any objections or requests to modify the Disclosure Statement shall be considered at the Confirmation Hearing.

Date for Acceptance or Rejection of the Plan

6. Parties entitled to vote on the Plan shall return their written ballots accepting or rejecting the Plan to Neighbors Legacy Holdings, Inc. Ballot Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245 such that they are actually received by no later than March 20, 2019.


7. The record date for determining the holders of Claims that may vote on the Plan is February 15, 2019.

Service of Solicitation Package and Voting Procedures

8. The solicitation procedures set forth in the Motion are approved.
9. The vote tabulation procedures set forth in the Motion are approved.
10. The following forms of ballots attached to this Order are approved:
 - i. Form of Ballot for Class 3 (Prepetition Secured Loan Claims), attached as **Exhibit 1**, and
 - ii. Form of Ballot for Class 4 (General Unsecured Claims), attached as **Exhibit 2**.
11. The Notice of Non-Voting Status attached as **Exhibit 3** to this Order is approved.

Signed:

February 20, 2019



Marvin Isgur
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re:</p> <p>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</p> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	<p>Chapter 11</p> <p>Case No. 18-33836 (MI)</p> <p>(Jointly Administered)</p>
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BALLOT FOR ACCEPTING DEBTORS’ FIRST AMENDED JOINT PLAN OF LIQUIDATION OF NEIGHBORS LEGACY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE BALLOT FOR CLASS 3 PREPETITION SECURED LOAN CLAIMS

HOLDERS OF CLASS 3 PREPETITION SECURED LOAN CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT PROMPTLY. YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT (AS DEFINED BELOW) ON OR BEFORE MARCH 20, 2019, BY 5:00 P.M., PREVAILING CENTRAL TIME (THE “VOTING DEADLINE”).

Neighbors Legacy Holdings, Inc., and certain of its affiliates (the “Debtors”) have provided to you this ballot (the “Ballot”) to solicit your vote to accept or reject the *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as amended, modified, or supplemented from time to time, the “Plan”).²

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of February 15, 2019 (the “Voting Record Date”), a holder of a Prepetition Secured Loan Claim (a “Holder”) against the Debtors.

The deadline for filing objections to confirmation of the Plan is March 20, 2019, at 5:00 p.m. (Prevailing Central Time) (the “Objection Deadline”). Any objections to the Plan must be: (i) in writing, (ii) filed with the Clerk of the Court together with proof of service thereof, (iii) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors, and state the legal and factual basis for such objection, and (iv) conform to the applicable Bankruptcy Rules and the Bankruptcy Local Rules.

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Plan.

The Plan is attached as **Exhibit A** to the *Second Amended Disclosure Statement for Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as amended, modified or supplemented from time to time, the “Disclosure Statement”), which accompanies this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Disclosure Statement, you may obtain a copy from the Debtors’ solicitation and voting agent, Kurtzman Carson Consultants, LLC (“KCC” or the “Voting Agent”), by calling 1-888-733-1437 (U.S./Canada) or 1-310-751-2634 (international), or by emailing NeighborsInfo@kccllc.com with a reference to “Neighbors” in the subject line and requesting that a copy be provided to you. You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 3

Each Holder of a Prepetition Secured Loan Claim shall receive all Available Cash, plus the proceeds of the Remaining Prepetition Collateral up to the amount of the Prepetition Loan Claim outstanding after all payments made pursuant to the Final DIP Order.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and thereby made binding on you if: (i) it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class of Claims, and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. This 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 3 Prepetition Secured Loan Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

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

If you (i) vote to accept the Plan, (ii) abstain from voting on the Plan and do not opt out of the releases provided by the Plan, or (iii) vote to reject the Plan and do not opt out of the releases provided by the Plan, you shall be deemed to have consented to the releases contained in Article XI of the Plan. **Please carefully read the instructions set forth below regarding the decision to grant or opt-out of the releases contained in Article XI of the Plan.**

Article XI.C *Releases by Holders of Claims and Interests*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all past or present Claims, Interests, indebtedness and obligations, rights, suits, losses, damages, injuries, costs, expenses, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, fixed, contingent, pending or threatened, existing or hereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract violations of federal or state laws or otherwise, those causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: arising from claims for fraud, gross negligence, or willful misconduct *provided, further*, the foregoing release shall not release the Debtors' current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests. Notwithstanding anything to the contrary in the foregoing, the "Third Party Releases" set forth in this paragraph do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

Relevant Definitions Related to Release and Exculpation Provisions:

"*Released Party*" means, collectively, and in each case in its capacity as such, (a) the Prepetition Secured Parties, (b) the DIP Secured Parties, (c) the Chief Restructuring Officer, and, with respect to each of the foregoing Entities in clauses (a) through (c), such Entity's current or former subsidiaries and Affiliates, and their managed accounts or funds, officers, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals; *provided, however*, that if a Holder of Prepetition Loan Claim does not vote to approve the Plan or objects to confirmation of the Plan, such Holder shall not be a Released Party. For the sake of clarity, the Debtors' current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests shall not be considered a Released Party.

"*Releasing Parties*" means, collectively, and in each case in its capacity as such: (a) the Debtors, (b) the Prepetition Secured Parties, (c) the DIP Secured Parties, (d) the Committee, (e) each Holder of a Claim or Interest that accepts or is deemed to accept the Plan, (f) each other Holder of a Claim that is entitled to vote on the Plan and does not both (x) vote to reject the Plan or abstain from voting to accept or reject the Plan and (y) elect the Release Opt-Out on its Ballot, and (g) with respect to each of the foregoing Entities in clauses (b) through (e), such Entity's

current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN AS YOUR RIGHTS MIGHT BE AFFECTED.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claims. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of Prepetition Secured Loan Claim in the amount set forth below.

\$ _____

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following important information regarding releases by Holders of Claims and Interest:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Articles XI.B., XI.C., XI.D. and XI.E. of the Plan.

If you (i) vote to accept the Plan, (ii) abstain from voting on the Plan and do not check the box in Item 3 below, or (iii) vote to reject the Plan and do not check the box in Item 3 below, you shall be deemed to have consented to the releases contained in Article X of the Plan.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

The undersigned holder of a Class 3 Prepetition Secured Loan Claim votes to (check one box):

Accept the Plan **Reject the Plan**

Item 3. Optional Opt Out Release Election. Check the box below if you elect not to grant the releases contained in Article XI.C of the Plan. If you voted to reject the Plan in Item 2 above, or if you abstained from voting to accept or reject the Plan, check this box if you elect not to grant the releases contained in Article XI.C of the Plan. Election to withhold consent is at your option. If you voted to accept the Plan in Item 2 above, you may not complete this Item 3, and if you complete this Item 3, your “opt out” election will be ineffective. **If you submit a rejecting Ballot, or an abstention Ballot, and in each case, you do not check the box below, you will be deemed to consent to the releases contained in Article XI.C of the Plan to the fullest extent permitted by applicable law.**

By submitting a rejecting Ballot or an abstention Ballot, and checking the box below electing not to grant the releases contained in Article XI.C of the Plan, you are not forfeiting your right to receive a recovery on account of your Class 3 Prepetition Secured Loan Claim provided that the Plan is otherwise confirmed by the Bankruptcy Court.

The Holder of the Class 3 Prepetition Secured Loan Claim set forth in Item 1 elects to:

- OPT OUT of the releases contained in Article XI of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Prepetition Secured Loan Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on 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 Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtors' discretion, be counted. The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Voting Agent. Any Ballot that is illegible, contains insufficient information to identify the Holder, or is unsigned will not be counted. Ballots may not be submitted to the Voting Agent by facsimile. If neither the "accept" nor "reject" box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you and the Holders if (i) it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class of Claims and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
4. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
5. The Voting Agent's "eBallot" platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.
6. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of Claims.
7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
8. If you cast more than one Ballot voting the same Claims prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.
9. If (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and

void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
12. PLEASE RETURN YOUR BALLOT PROMPTLY.
13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING 1-888-733-1437 (U.S./CANADA) OR 1-310-751-2634 (INTERNATIONAL) OR BY SENDING AN ELECTRONIC MAIL MESSAGE TO NEIGHBORSINFO@KCCLLC.COM WITH "NEIGHBORS" IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
14. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS MARCH 20, 2019, BY 5:00 P.M., PREVAILING CENTRAL TIME.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN THE VOTING DEADLINE.

Paper Ballot Voting Instructions

If submitting a paper ballot, please use the enclosed preaddressed envelope or submit the ballot by (A) first class mail, (B) overnight delivery, or (C) personal delivery to the address set forth below

<p>NEIGHBORS LEGACY HOLDINGS, INC. BALLOT PROCESSING C/O KURTZMAN CARSON CONSULTANTS LLC 2335 ALASKA AVENUE EL SEGUNDO, CA 90245</p>

eBallot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the eballot platform on KCC's website by visiting www.kccllc.net/neighbors, clicking on the "Submit eBallot" link and following the instructions set forth on the website. Your Ballot must be received by KCC by 5:00 p.m., prevailing Central Time, on March 20, 2019, the Voting Deadline, unless such time is extended by the Debtors. **HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE eBALLOT PLATFORM.** KCC's "eBallot" platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

Unique eBallot ID#: _____

To submit your Ballot via the "eBallot" platform, please visit the website at the following link: <https://eballot.kccllc.net/neighbors>. Click on the "Submit eBallot" section of the website and follow the instructions to submit your Ballot. Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an eBallot for each eBallot ID# you receive, as applicable.

If you are unable to use the eballot platform or need assistance in completing and submitting your Ballot, please contact KCC:

VIA PHONE AT 1-888-733-1437 (U.S./CANADA) OR 1-310-751-2634 (INTERNATIONAL)
OR BY SENDING AN ELECTRONIC MAIL MESSAGE TO
NEIGHBORSINFO@KCCLLC.COM.

Holders who cast a Ballot using KCC's "eBallot" platform should NOT also submit a paper Ballot.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

<p>In re:</p> <p>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</p> <p style="text-align: center;">Debtors.¹</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 18-33836 (MI)</p> <p>(Jointly Administered)</p>
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BALLOT FOR ACCEPTING DEBTORS' FIRST AMENDED JOINT PLAN OF LIQUIDATION OF NEIGHBORS LEGACY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

BALLOT FOR CLASS 4 GENERAL UNSECURED CLAIMS

HOLDERS OF CLASS 4 GENERAL UNSECURED CLAIMS SHOULD READ THIS ENTIRE BALLOT CAREFULLY BEFORE COMPLETING.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS MARCH 20, 2019, BY 5:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE").

PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT PROMPTLY. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT (AS DEFINED BELOW) ON THE VOTING DEADLINE.

Neighbors Legacy Holdings, Inc., and certain of its affiliates (the "Debtors") have provided to you this ballot (the "Ballot") to solicit your vote to accept or reject the *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as amended, modified, or supplemented from time to time, the "Plan").²

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of February 15, 2019 (the "Voting Record Date"), a holder of a General Unsecured Claim (a "Holder") against the Debtors.

The Plan is attached as Exhibit A to the *Second Amended Disclosure Statement for Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as amended, modified or supplemented from time to time, the "Disclosure Statement"), which accompanies this Ballot. The Disclosure Statement provides

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors' principal place of business and the Debtors' service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Plan.

information to assist you in deciding whether to accept or reject the Plan. If you do not have a copy of the Disclosure Statement, you may obtain a copy from the Debtors' solicitation and voting agent, Kurtzman Carson Consultants, LLC ("KCC" or the "Voting Agent"), by calling 1-888-733-1437 (U.S./Canada) or 1-310-751-2634 (international), or by emailing NeighborsInfo@kccllc.com with a reference to "Neighbors" in the subject line and requesting that a copy be provided to you. You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

**IMPORTANT NOTICE REGARDING TREATMENT FOR
CLASS 4 GENERAL UNSECURED CLAIMS**

Each Holder of a Class 4 General Unsecured Claim shall receive its Pro Rata share of the Liquidating Trust Cash; *provided, however*, that any Prepetition Deficiency Claim will (i) not receive any recovery from the first \$1,000,000 of Distributions from the Liquidating Trust Cash; (ii) receive the entire amount of the first \$125,000 of Distributions after the first \$1,000,000 of Distributions from the Liquidating Trust Cash; and (iii) share Pro Rata with other General Unsecured Claims on any Distributions from the Liquidating Trust Cash over \$1,125,000.

The Plan can be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and thereby made binding on you if: (i) it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class of Claims, and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be Allowed. This 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. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

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

If you (i) vote to accept the Plan, (ii) abstain from voting on the Plan and do not opt out of the releases provided by the Plan, or (iii) vote to reject the Plan and do not opt out of the releases provided by the Plan, you shall be deemed to have consented to the releases contained in Article XI of the Plan. **Please carefully read the instructions set forth below regarding the decision to grant or opt-out of the releases contained in Article XI of the Plan.**

Article XI.C *Releases by Holders of Claims and Interests*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all past or present Claims, Interests, indebtedness and obligations, rights, suits, losses, damages, injuries, costs, expenses, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, fixed, contingent, pending or threatened, existing or hereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract violations of federal or state laws or otherwise, those causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: arising from claims for fraud, gross negligence, or willful misconduct *provided, further*, the foregoing release shall not release the Debtors' current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests. Notwithstanding anything to the contrary in the foregoing, the "Third Party Releases" set forth in this paragraph do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

Relevant Definitions Related to Release and Exculpation Provisions:

"*Released Party*" means, collectively, and in each case in its capacity as such, (a) the Prepetition Secured Parties, (b) the DIP Secured Parties, (c) the Chief Restructuring Officer, and, with respect to each of the foregoing Entities in clauses (a) through (c), such Entity's current or former subsidiaries and Affiliates, and their managed accounts or funds, officers, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals; *provided, however*, that if a Holder of Prepetition Loan Claim does not vote to approve the Plan or objects to confirmation of the Plan, such Holder shall not be a Released Party. For the sake of clarity, the Debtors' current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests shall not be considered a Released Party.

"*Releasing Parties*" means, collectively, and in each case in its capacity as such: (a) the Debtors, (b) the Prepetition Secured Parties, (c) the DIP Secured Parties, (d) the Committee, (e) each Holder of a Claim or Interest that accepts or is deemed to accept the Plan, (f) each other Holder of a Claim that is entitled to vote on the Plan and does not both (x) vote to reject the Plan or abstain from voting to accept or reject the Plan and (y) elect the Release Opt-Out on its Ballot, and (g) with respect to each of the foregoing Entities in clauses (b) through (e), such Entity's

current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ITEMS 1, 2, 3, AND 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claims. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory of such a holder) of General Unsecured Claims in the amount set forth below.

\$

Item 2. Votes on the Plan. Please vote either to accept or to reject the Plan with respect to your Claims below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following important information regarding releases by Holders of Claims and Interest:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Articles XI.B., XI.C., XI.D. and XI.E. of the Plan.

If you (i) vote to accept the Plan, (ii) abstain from voting on the Plan and do not check the box in Item 3 below, or (iii) vote to reject the Plan and do not check the box in Item 3 below, you shall be deemed to have consented to the releases contained in Article X of the Plan.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation.

The undersigned holder of a Class 4 General Unsecured Claim votes to (check one box):

Accept the Plan **Reject** the Plan

Abstain from voting on the Plan

Item 3. Optional Opt Out Release Election. Check the box below if you elect not to grant the releases contained in Article XI.C of the Plan. If you voted to reject the Plan in Item 2 above, or if you abstained from voting to accept or reject the Plan, check this box if you elect not to grant the releases contained in Article XI.C of the Plan. Election to withhold consent is at your option. If you voted to accept the Plan in Item 2 above, you may not complete this Item 3, and if you complete this Item 3, your “opt out” election will be ineffective. **If you submit a rejecting Ballot, or an abstention Ballot, and in each case, you do not check the box below, you will be deemed to consent to the releases contained in Article XI.C of the Plan to the fullest extent permitted by applicable law.**

By submitting a rejecting Ballot or an abstention Ballot, and checking the box below electing not to grant the releases contained in Article XI.C of the Plan, you are not forfeiting your right to receive a recovery on account of your Class 4 General Unsecured Claim provided that the Plan is otherwise confirmed by the Bankruptcy Court.

The Holder of the Class 4 General Unsecured Claim set forth in Item 1 elects to:

- OPT OUT of the releases contained in Article XI of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Class 4 General Unsecured Claim(s) described in Item 1 as of the Voting Record Date, and (iii) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on 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 Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

E-Mail Address

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtors' discretion, be counted. The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Voting Agent. Any Ballot that is illegible, contains insufficient information to identify the Holder, or is unsigned will not be counted. Ballots may not be submitted to the Voting Agent by facsimile. If neither the "accept" nor "reject" box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you and the Holders if (i) it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class of Claims and (ii) the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.
4. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
5. If you voted to reject the Plan or if you are abstaining from voting to accept or reject the Plan, and in each case elect not to grant the releases contained in Article XI.E. of the Plan, you must check the box in Item 3. Election to withhold consent is at your option. If you submit a rejecting Ballot, or if you abstain from submitting a Ballot, and in each case, you do not check the box in Item 3, you will be deemed to consent to the releases set forth in Article XI.E. of the Plan.
6. If you vote to accept the Plan by checking the "accept" box in Item 2, but you also check the box in Item 3, your election not to grant the releases will not be counted, as your vote in favor of the plan shall be deemed a consent to the releases set forth in Article XI.E. of the Plan.
7. The Voting Agent's "eBallot" platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail, or other means of electronic transmission will not be counted.

8. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of Claims.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
10. If you cast more than one Ballot voting the same Claims prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.
11. If (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
12. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
13. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
14. PLEASE RETURN YOUR BALLOT PROMPTLY.
15. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING 1-888-733-1437 (U.S./CANADA) OR 1-310-751-2634 (INTERNATIONAL) OR BY SENDING AN ELECTRONIC MAIL MESSAGE TO NEIGHBORSINFO@KCCLLC.COM WITH "NEIGHBORS" IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
16. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 5:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 20, 2019.

ALL BALLOTS MUST BE PROPERLY EXECUTED, COMPLETED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN THE VOTING DEADLINE.

Paper Ballot Voting Instructions

If submitting a paper ballot, please use the enclosed preaddressed envelope or submit the ballot by (A) first class mail, (B) overnight delivery, or (C) personal delivery to the address set forth below

<p>NEIGHBORS LEGACY HOLDINGS, INC. BALLOT PROCESSING C/O KURTZMAN CARSON CONSULTANTS LLC 2335 ALASKA AVENUE EL SEGUNDO, CA 90245</p>

eBallot Voting Instructions

To properly submit your Ballot electronically, you must electronically complete, sign, and return this customized electronic Ballot by utilizing the eballot platform on KCC's website by visiting www.kccllc.net/neighbors, clicking on the "Submit eBallot" link and following the instructions set forth on the website. Your Ballot must be received by KCC by 5:00 p.m., prevailing Central Time, on March 20, 2019, the Voting Deadline, unless such time is extended by the Debtors. **HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE eBALLOT PLATFORM.** KCC's "eBallot" platform is the sole manner in which ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

Unique eBallot ID#: _____

To submit your Ballot via the "eBallot" platform, please visit the website at the following link: <https://eballot.kccllc.net/neighbors>. Click on the "Submit eBallot" section of the website and follow the instructions to submit your Ballot. Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an eBallot for each eBallot ID# you receive, as applicable.

If you are unable to use the eballot platform or need assistance in completing and submitting your Ballot, please contact KCC:

VIA PHONE AT 1-888-733-1437 (U.S./CANADA) OR 1-310-751-2634 (INTERNATIONAL)
OR BY SENDING AN ELECTRONIC MAIL MESSAGE TO
NEIGHBORSINFO@KCCLLC.COM.

Holders who cast a Ballot using KCC's "eBallot" platform should NOT also submit a paper Ballot.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re:</p> <p>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</p> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	<p>Chapter 11</p> <p>Case No. 18-33836 (MI)</p> <p>(Jointly Administered)</p>
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NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE THAT Neighbors Legacy Holdings, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “Debtors”) have commenced solicitation of votes to accept the *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “Plan”).² Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors’ voting agent, Kurtzman Carson Consultants, LLC (the “Voting Agent”), at www.kccllc.net/neighbors. Copies of the Plan and Disclosure Statement may also be obtained by calling the Voting Agent at 1-888-733-1437 (U.S./Canada) or 1-310-751-2634 (international), or by emailing NeighborsInfo@kccllc.com with a reference to “Neighbors” in the subject line.

You are receiving this notice (the “Notice”) because, according to the Debtors’ books and records, you are a holder of a Claim or Interest in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 5 (Section 510(b) Claims), Class 6 (Intercompany Claims), Class 7 (Intercompany Interests), or Class 8 (Neighbors Equity Interests) under the Plan. Pursuant to the terms of the Plan, Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired and therefore, pursuant to section 1126(f) of title 11 of the United States Code (the “Bankruptcy Code”), deemed to have accepted the Plan and is not entitled to vote on the Plan. Class 5 (Section 510(b) Claims), Class 6 (Intercompany Claims), Class 7 (Intercompany Interests), and Class 8 (Neighbors Equity Interests) are impaired and not receiving any distribution under the Plan and therefore, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to have rejected the Plan and are not entitled to vote on the Plan.

The deadline for filing objections to confirmation of the Plan is March 20, 2019, at 5:00 p.m. (Prevailing Central Time) (the “Objection Deadline”). Any objections to the Plan must be: (i) in writing, (ii) filed with the Clerk of the Court together with proof of service

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

thereof, (iii) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors, and state the legal and factual basis for such objection, and (iv) conform to the applicable Bankruptcy Rules and the Bankruptcy Local Rules.

If you have any questions concerning this Notice, the Disclosure Statement, or the Plan, or wish to obtain a paper copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

**Notice Regarding Certain Release,
Exculpation, and Injunction Provisions in Plan**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Article XI.B Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever been released and discharged by the Debtors and the Estates from any and all past or present Claims, Interests, indebtedness and obligations, rights, suits, losses, damages, injuries, costs, expenses, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, fixed, contingent, pending or threatened, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract violations of federal or state laws or otherwise, those causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: arising from claims for fraud, gross negligence, or willful misconduct; *provided, further*, the foregoing “*Debtor Releases*” shall not release the Debtors’ current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests. Notwithstanding anything to the contrary in the foregoing, the “*Debtor Releases*” set forth in this paragraph do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

Article XI.C Releases by Holders of Claims and Interests

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise

specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all past or present Claims, Interests, indebtedness and obligations, rights, suits, losses, damages, injuries, costs, expenses, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, fixed, contingent, pending or threatened, existing or hereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract violations of federal or state laws or otherwise, those causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: arising from claims for fraud, gross negligence, or willful misconduct *provided, further*, the foregoing release shall not release the Debtors' current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests. Notwithstanding anything to the contrary in the foregoing, the "Third Party Releases" set forth in this paragraph do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

Article XI.D *Exculpation*

To the fullest extent permitted by applicable law no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article XI.E *Injunction*

Except for obligations issued pursuant to the Plan, from and after the Effective Date, all Entities who hold or may hold Claims or Interests and the Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection

with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Relevant Definitions Related to Release and Exculpation Provisions:

“Exculpated Party” means each of the Debtors, the Prepetition Secured Parties, the DIP Secured Parties, the Committee and each of its members, but solely in their capacities as such, and not individually, the Chief Restructuring Officer, the Patient Care Ombudsman, and, with respect to each of the foregoing, its and their officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals, in their capacity as such, only to the extent such officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals worked for or otherwise represented the Debtors after the Petition Date. For the avoidance of doubt, the term Exculpated Party shall include the Debtors’ officers, if any, that are terminated after the closing of all of the Purchase Agreements.

“Released Party” means, collectively, and in each case in its capacity as such, (a) the Prepetition Secured Parties, (b) the DIP Secured Parties, (c) the Chief Restructuring Officer, and, with respect to each of the foregoing Entities in clauses (a) through (c), such Entity’s current or former subsidiaries and Affiliates, and their managed accounts or funds, officers, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals; *provided, however*, that if a Holder of Prepetition Loan Claim does not vote to approve the Plan or objects to confirmation of the Plan, such Holder shall not be a Released Party. For the sake of clarity, the Debtors’ current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests, holders of Neighbors Equity Interests shall not be considered a Released Party.

“Releasing Parties” means, collectively, and in each case in its capacity as such: (a) the Debtors, (b) the Prepetition Secured Parties, (c) the DIP Secured Parties, (d) the Committee, (e) each Holder of a Claim or Interest that accepts or is deemed to accept the Plan, (f) each other Holder of a Claim that is entitled to vote on the Plan and does not both (x) vote to reject the Plan or abstain from voting to accept or reject the Plan and (y) elect the Release Opt-Out on its Ballot, and (g) with respect to each of the foregoing Entities in clauses (b) through (e), such Entity’s current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

PLEASE TAKE NOTICE THAT PARTIES RECEIVING THIS NOTICE OF NONVOTING STATUS MAY OPT OUT OF THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW SPECIFICALLY PROVIDING FOR THE REJECTION OF THE THIRD-PARTY RELEASE PROVISIONS.

- OPT OUT of the releases contained in Article XI of the Plan.

Dated: Houston, Texas
February __, 2019

PORTER HEDGES LLP

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AND DEBTORS IN POSSESSION**