



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 20, 2022

United States Bankruptcy Judge

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

Upon the motion (the “**Motion**”)<sup>2</sup> of the debtors and debtors-in-possession (collectively,

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

<sup>2</sup> Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* (as may be further amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable.



the “**Debtors**”) in the above-captioned Chapter 11 Cases and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as a lender under the DIP Credit Agreement (the “**DIP Lender**,” and together with the Trustee and the Debtors, the “**Plan Sponsors**”), for entry of an order, pursuant to Bankruptcy Code sections 105(a), 1124, 1125, 1126, and 1128, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and of the Local Bankruptcy Rules 2002-1, 3017-1, 3018-1, and 3020-1: (i) authorizing Kurtzman Carson Consultants LLC to act as the voting agent with respect to the Plan; (ii) establishing the Voting Record Date and other deadlines; (iii) approving solicitation and notice procedures with respect to confirmation of the Plan and for filing objections to the Plan; (iv) approving the manner and forms of ballots, notices and other related documents; and (v) granting related relief; and upon the record of the hearing on the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and sufficient cause appearing therefor, it is hereby:

**FOUND AND DETERMINED THAT:**

- A. Notice of the Motion was good and sufficient notice to all interested parties.
- B. The following forms attached hereto as Exhibits 3, 4-B, 4-C, 5-B, 6-B, 7, 8-B, and 9 contain sufficient information and are appropriate under the circumstances:
  - a. Disclosure Statement Hearing Notice, Exhibit 3;

- b. Non-Voting Status Notice, Exhibits 4-B and Exhibit 4-C;
- c. Disputed Claim Non-Voting Status Notice, Exhibit 5-B;
- d. Opt Out Form, Exhibit 6-B;
- e. Confirmation and Sale Hearing Notice, Exhibit 7;
- f. Plan Supplement Notice, Exhibit 8-B;
- g. Resident Claim Cover Letter, Exhibit 9; and
- h. Committee Solicitation Letter, Exhibit 10.

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

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

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

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

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

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

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

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

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

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

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

<b>Event</b>	<b>Date</b>
Voting Record Date	December 15, 2022
Solicitation Deadline	December 22, 2022
Date of Publication of Confirmation and Sale Hearing Notice	December 27, 2022 or as soon as reasonably practicable thereafter
Deadline to File Plan Supplements	January 13, 2023
Deadline to File Rule 3018(a) Motions	January 13, 2023

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

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

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

Committee, Foley & Lardner, 2021 McKinney Avenue, Ste. 1600, Dallas, Texas 75201, Attn: Stephen A. McCartin, Thomas C. Scannell, and Mark C. Moore; (v) the Office of the United States Trustee, 1100 Commerce St, Room 976, Dallas, Texas 75242-1699, Attn: Lisa Lambert; and (vi) such other parties as the Court may order.

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

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

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

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

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

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

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

12. In the event the Plan Sponsors object to a Claim or seek to estimate a Claim, the holder of such Claim shall not be entitled to vote on the Plan and such Claim shall not be counted in determining whether the requirements of Bankruptcy Code section 1126(c) have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection or motion to estimate) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the

creditor asserting the Claim. Recipients of an objection to expunge and/or disallow their Claim shall receive a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5-B, which will include the Opt Out Form, substantially in the form attached hereto as Exhibit 6-B.

13. To be considered, any Rule 3018(a) Motion must be filed with this Court and served on counsel to the Plan Sponsors and the other Notice Parties so as to be **actually received** no later than **January 13, 2023**.

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

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

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

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

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

**V. Approval of Solicitation Procedures**

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

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

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

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

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

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

---

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

of such Solicitation Package from the Voting Agent and obtain the vote of such Beneficial Owners consistent with customary practices for obtaining the votes of securities held in “street name,” in one of the following two ways:

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

23. Notwithstanding the foregoing, Nominees are authorized to transmit Solicitation Packages and collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in

addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile, or other electronic means.

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

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

26. Further, the Plan Sponsors are not required to distribute Solicitation Packages to: (i) holders of Claims that (a) have already been paid in full during the Chapter 11 Cases or (b) are

authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (ii) any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable.

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

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

- (a) The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement, and the Solicitation Procedures Order, excluding exhibits attached thereto;
- (b) the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- (c) an appropriate number of Ballots<sup>4</sup> conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- (d) any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Packages, including the Committee Solicitation Letter attached hereto as Exhibit 10 and any additional letters which are otherwise approved by the Court after notice in support of the Plan.

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

---

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

the Voting Record Date (the “**2002 List**”). The Solicitation Packages provide holders of Claims that are entitled to vote to accept or reject the Plan with adequate information necessary to make an informed decision with respect to voting to accept or reject the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), and all other applicable provisions under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders of Claims that are entitled to vote to accept or reject the Plan, as set forth above, shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

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

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

**C. No Notice or Transmittal Necessary**

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

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

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

**VI. Procedures for Vote Tabulation**

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

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on

the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;

- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (g) below;
- (e) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;
- (f) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, provided however, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (g) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (h) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;

- (i) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (j) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims;
- (k) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (l) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and
- (m) Notwithstanding this paragraph, holders of claims Class 5 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

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

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the

preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee's Voting Record Date position in the debt securities; and

- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

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

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

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

39. The Plan Sponsors request authorization to accept: (a) Ballots from voters via first class mail, overnight courier, and hand delivery, or, except for Bondholder Ballots, via electronic transmissions, solely through an online balloting portal to be maintained by the Voting Agent ("**E-Ballot**"); and (b) Bondholder Ballots, including Master Ballots submitted by Nominees, on behalf of beneficial holders, via e-mail to [EdgemereBallots@kccllc.com](mailto:EdgemereBallots@kccllc.com). Parties, other than parties submitting Bondholder Ballots, may cast an E-Ballot solely through an online balloting portal on

the Case Website located at <http://www.kccllc.net/edgemere>, and electronically sign and submit the Ballot. Instructions for electronic, online transmission of Ballots are set forth on the Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

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

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

41. Any duplicate Ballot shall be counted only once.

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

to contact the holder of the Claim and count the vote according to such voter's stated intent, which shall be noted in the Voting Agent's voting report.

43. Claim splitting is not permitted.

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

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

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

**VIII. Miscellaneous**

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

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

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

49. The Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement. Furthermore, the Plan Sponsors shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status

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

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

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

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

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

Submitted by:

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

and

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

*Counsel to Debtors and  
Debtors in Possession*

**and**

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

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

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

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**SOLICITATION PROCEDURES**

**PLEASE TAKE NOTICE THAT** on December 19, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**”) and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Third Amended Disclosure Statement for the First Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

**PLEASE TAKE FURTHER NOTICE THAT** on **December 19, 2022**, the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”) entered an order approving the Disclosure Statement. *See* Docket No. 936.

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

**A. The Voting Record Date**

---

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

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

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

## **B. The Voting Deadline**

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

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

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

### **1. Ballots**

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

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

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

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

### **1. The Solicitation Package**

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

- a. The Disclosure Statement as approved by the Court, including exhibits attached thereto, which shall include the Plan, order approving the Disclosure Statement; and the Solicitation Procedures Order, excluding exhibits attached thereto;

- b. the Confirmation and Sale Hearing Notice, which the Plan Sponsors request that the Court approve in form and substance;
- c. an appropriate number of Ballots conforming to Official Bankruptcy Form No. B314, together with postage-prepaid return envelopes (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes); and
- d. any supplemental documents filed with the Court and any documents that the Court orders to be included in the Solicitation Package, including the Committee Solicitation Letter, attached to the Solicitation Procedures Order as Exhibit 10, and any additional letters which are otherwise approved by the Court after notice in support of the Plan.

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

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

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

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

---

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

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

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

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

### **2. Voting Options**

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

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

Instructions for Ballot submissions accompany the Ballots.

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

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

- (a) If a Claim is deemed allowed in accordance with the Plan, such Claim shall be allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- (b) If a Claim for which a Proof of Claim has been timely filed (i) is wholly contingent or unliquidated (*i.e.*, a claim based on litigation) (as determined on the face of the Proof of Claim or after a review of the supporting documentation by the Plan Sponsors or the Voting Agent) or (ii) does not otherwise specify a fixed or liquidated amount, the claimant shall be allowed to cast one vote valued at one dollar (\$1.00) for voting purposes only;

- (c) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution, unless the Court, prior to the Voting Deadline, enters an order disallowing such Claim;
- (d) If a Claim is represented by a timely filed Proof of Claim, and based on reasonable review by the Plan Sponsors or the Voting Agent of the supporting documentation attached to the Proof of Claim, to be contingent or unliquidated in part, such Claim shall be temporarily allowed in the amount that it is liquidated and non-contingent for voting purposes only, unless such Claim is disputed as set forth in subparagraph (g) below;
- (e) If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed, amount set forth in the Debtors' filed Schedules;
- (f) If a Claim is scheduled at \$0.00, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (a) timely filed by the date established in the Bar Date Order or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes, *provided however*, to the extent the applicable Claims Bar Date has not yet expired prior to the Voting Record Date, Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be allowed to vote only in the amount of \$1.00;
- (g) If the Plan Sponsors file and serve an objection to a Claim or a request for estimation of a Claim, such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion. If the Plan Sponsors file a request for estimation or an objection to a portion of a Claim, the undisputed portion of such Claim shall be temporarily allowed for voting purposes only and not for the purposes of allowance or distribution, except to the extent and in the manner as may be set forth in the request for estimation or objection, and subject to the outcome of any Rule 3018(a) Motion;
- (h) Proofs of Claim filed in the amount of \$0.00 shall not be entitled to vote;
- (i) A Ballot cast in an amount in excess of the allowed amount of the applicable Claim shall only be counted to the extent of the allowed amount of such Claim;
- (j) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Class that is entitled to vote on the Plan shall be provided with only one Solicitation Package and one ballot for

voting a single Claim in such Class, regardless of whether the Plan Sponsors have objected to such duplicate Claims;

- (k) If a Proof of Claim has been amended by a later filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Plan Sponsors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;
- (l) Registered holders are entitled to vote the principal amount of their Claim as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date, provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest; and
- (m) Notwithstanding this paragraph 3, holders of claims in Classes 5 and 6 that are parties to Residency Agreements under the Plan shall be permitted to vote the face amount of their scheduled claims notwithstanding any designation of such claim as unliquidated, disputed or contingent.

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

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

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

- (a) The amount that will be used to tabulate acceptance or rejection of the Plan will be the principal amount held by such Nominees and Beneficial Owners as of the Voting Record Date as evidenced on the record and depository listings and shall not be counted in excess of the amount of debt securities held by such Nominee or Beneficial Owner as of the Voting Record Date; provided, however, that any principal amounts may be adjusted by the Voting Agent to reflect the amount of the Claim actually voted, including any prepetition interest;
- (b) If conflicting votes or “over-votes” are submitted by a Nominee, the Voting Agent shall use reasonable efforts to reconcile discrepancies; if over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the Voting Report, the votes to accept and to reject the Plan shall be applied in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Nominee’s Voting Record Date position in the debt securities; and

- (c) A single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior Master Ballot.

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

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

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

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

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

The Plan Sponsors have no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by KCC. Likewise, no Plan Sponsor will incur any liability for failure to provide such notification. Further, unless waived by the Plan Sponsor(s) any

defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

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

## **6. The Voting Report**

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

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

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

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

**POLSINELLI PC**

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

– and –

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

COUNSEL TO THE DEBTORS  
AND DEBTORS IN POSSESSION

AND

**HAYNES AND BOONE, LLP**

/s/ DRAFT

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

– and –

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

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

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

**Exhibit Group 2-B**

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

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

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

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

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

*Counsel to Debtors and  
Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**Re: Docket No. 752**

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

**General Unsecured Claims (Class 4)**

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

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

**VOTING DEADLINE**

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

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 4 General Unsecured Claims. The accompanying *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Authorizing Kurtzman Carson Consultants LLC to Act as the Singular Voting Agent with Respect to the Competing Plans; (III) Approving Solicitation and Notice Procedures with Respect to Competing Plans; (IV) Approving Manner and Form of Ballots, Notices and Related Documents; and (V) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation, Voting, and Balloting Procedures (Exhibit 1 to the Solicitation Procedures Order.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4**

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

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

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

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

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

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

**ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT* THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); *PROVIDED FURTHER, THAT* EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER,**

**OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED**

**OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

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

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

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

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN FROM AND AFTER THE**

**EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

**HOW TO VOTE**

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

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

\$

<sup>3</sup> For voting purposes only, subject to tabulation rules.

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

- ACCEPT (vote FOR) the Plan.
- REJECT (vote AGAINST) the Plan.

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

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

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

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

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

Name of Creditor: \_\_\_\_\_

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

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

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

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

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

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

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

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE RETURN ENVELOPE PROVIDED OR AS FOLLOWS SO THAT**

**IT IS RECEIVED NO LATER THAN JANUARY 20 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME), THE VOTING DEADLINE**

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

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

**If by E-Ballot Portal:**

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

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

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

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

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

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

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 Debtors and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**BENEFICIAL OWNER BALLOT**  
**FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**  
**Bond Claims (Class 2); General Unsecured Claims (Class 4)**

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

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

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

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot is for holders of Class 2 Bond Claims and Class 4 General Unsecured Claims. The accompanying *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

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

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

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

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

**DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT* THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); *PROVIDED FURTHER, THAT* EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY**

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

**OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED**

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

**OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

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

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

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

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

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

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

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

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

## INSTRUCTIONS FOR COMPLETING THE BALLOT

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

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

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

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

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

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

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

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

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

**PLEASE COMPLETE THE FOLLOWING:**

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

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

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

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

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

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

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

**Item 4. Acknowledgements and Certification.** By returning this Beneficial Owner Ballot, the Beneficial Owner of the Class 2 Bond Claim and Class 4 General Unsecured Claim identified in

[CUSIP AS INDICATED ON ATTACHED ANNEX A]

Item 1 certifies that a copy of the Disclosure Statement and the Plan has been received and reviewed by the undersigned.

Print or Type Name of Claimant: \_\_\_\_\_

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

Name of Signatory (if different than claimant): \_\_\_\_\_

If by Authorized Agent, Title of Agent: \_\_\_\_\_

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

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

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

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

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

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

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

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

**ANNEX A**

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

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

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

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

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

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 Debtors  
and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**MASTER BALLOT  
FOR ACCEPTING OR REJECTING CHAPTER 11 PLAN**

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

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

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

**VOTING DEADLINE**

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

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> The accompanying *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

**RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY PARTY WITH POST-EFFECTIVE DATE OBLIGATIONS UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN FROM THOSE POST-EFFECTIVE DATE OBLIGATIONS. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY DEBTOR RELEASED CLAIM(S) FOR THE BENEFIT OF ANY PARTY AS SUCH CLAIMS ARE RELEASED PURSUANT TO THE PLAN AND, AS SUCH, DO NOT AND WILL NOT CONSTITUTE LITIGATION TRUST OR RESIDENTS TRUST ASSETS.**

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

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

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN,**

**THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

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

**INSTRUCTIONS FOR COMPLETING THE BALLOT**

**VOTING DEADLINE AND MASTER BALLOT SUBMISSION**

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

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

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

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

**HOW TO VOTE:**

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

**PLEASE COMPLETE THE FOLLOWING:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Print or Type Name of Nominee: \_\_\_\_\_

DTC Participant Number: \_\_\_\_\_

Name of Proxy Holder or Agent (if applicable): \_\_\_\_\_

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

Name of Signatory (if different than Nominee): \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

*Counsel to Debtors and  
Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

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

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

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

**VOTING DEADLINE**

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

UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), and Debtor Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”) are soliciting votes on the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>2</sup> This ballot (the “**Resident Claims Ballot**”) is for holders of Class 5 Former Resident Claims and Class 6 Current Resident Claims. The accompanying *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote. The Disclosure Statement also contains a copy of the Plan as Exhibit 1. The Bankruptcy Court approved the solicitation of votes on the Plan pursuant to the *Order (I) Establishing Voting Record Date and Other Deadlines; (II) Approving Solicitation and Notice Procedures with Respect to the Plan; (III) Approving Manner and Form of Ballots, Notices and Related Documents; and (IV) Granting Related Relief* [Docket No. •] (the “**Solicitation Procedures Order**”). The Plan Sponsors are soliciting votes in accordance with the Solicitation Procedures attached to the Solicitation Procedures Order as Exhibit 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

“*Releasing Party*” means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

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

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

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

**OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE***

**ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED**

**OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

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

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

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

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN FROM AND AFTER THE**

**EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

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

**HOW TO VOTE**

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

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

Class 5 Former Resident Claim

Class 6 Current Resident Claim

\$

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

ACCEPT (vote FOR) the Plan.

REJECT (vote AGAINST) the Plan.

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

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

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

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

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

---

<sup>3</sup> For voting purposes only, subject to tabulation rules.

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

Name of Creditor: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**If by E-Ballot Portal:**

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

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

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

**Exhibit 4-B**

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

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

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

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

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

*Counsel to Debtors and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

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

On December 19, 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

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

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

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

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

<sup>2</sup> Docket No. 936.

<sup>3</sup> Docket No. 934.

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

<sup>5</sup> Docket No. [\_\_].

The Court has scheduled **January 26, 2023, at 9:30 a.m.** (prevailing Central Time), which is at least 21 days from the date of service hereof, as the date and time for the hearing on confirmation of the Plan and the sale of substantially all of the Debtors' assets as contemplated therein (the "**Confirmation Hearing**") and to consider any objections to the Plan. The Confirmation Hearing will be held at the United States Bankruptcy Court, before the Honorable Judge Michelle V. Larson, United States Bankruptcy Judge, at United States Courthouse, Earle Cabell Federal Building, 1100 Commerce St., 14<sup>th</sup> Floor, Courtroom No. 2, Dallas, TX 75242. You may participate in the Confirmation Hearing in-person or via WebEx (by video or telephone via the Court's WebEx platform). For WebEx Video Participation/Attendance: **<https://uscourts.webex.com/meet/larson>**. For WebEx Telephonic Only Participation/Attendance: Dial-In: **1.650.479.3207**, Access code: **160 135 6015**.<sup>6</sup>

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

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

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

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

---

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

“**Releasing Party**” means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

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

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

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

**FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS") OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE**

**DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

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

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

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

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

**DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN).**

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

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

**Exhibit 4-C**  
**(Unclassified Claims Non-Voting Status Notice)**

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

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

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

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 Debtors and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

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

On December 19, 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) approving the *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

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

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

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

---

<sup>2</sup> Docket No. 936.

<sup>3</sup> Docket No. 934.

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

<sup>5</sup> Docket No. [\_\_].

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

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

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

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

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

---

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

**“Releasing Party”** means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

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

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

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

**ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT* THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); *PROVIDED FURTHER, THAT* EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER,**

**OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED**

**OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

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

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

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

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN FROM AND AFTER THE**

**EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

**Exhibit 5-B**

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

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

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

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

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 Debtors and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

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

On December 19, 2022, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) entered its order<sup>2</sup> (the “**Disclosure Statement Order**”) that approved the *Third Amended Disclosure Statement for the Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* (as modified, amended, and supplemented, the “**Disclosure Statement**”) <sup>3</sup> filed by UMB Bank, N.A., in its capacity as (i) successor bond trustee and master trustee for the Original Bonds (collectively, the “**Trustee**”) and (ii) lender under the DIP Credit Agreement (the “**DIP Lender**”), Northwest Senior Housing Corporation d/b/a/ Edgemere (“**Edgemere**” and collectively with the Trustee and DIP Lender, the “**Plan Sponsors**”). In the Disclosure Statement Order, the Court found that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. You are being provided this notice with respect to the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”).<sup>4</sup>

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

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

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

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

---

<sup>2</sup> Docket No. 936.

<sup>3</sup> Docket No. 934.

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

<sup>5</sup> Docket No. [\_\_\_].

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

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

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

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

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

---

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

**“*Releasing Party*”** means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

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

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

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

**ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT* THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); *PROVIDED FURTHER, THAT* EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER,**

**OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

**FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, ENFORCEMENT RIGHT, INTEREST, OR REMEDY RELEASED**

**OR TO BE RELEASED AGAINST ANY RELEASED PARTY PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

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

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

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

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT TO THE PLAN FROM AND AFTER THE**

**EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER BANKRUPTCY CODE SECTION 502(g).**

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

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

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

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

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

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

*Counsel to Debtors and Debtors in Possession*

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

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

In re:

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

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

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

You have received this opt out election form (the “**Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to

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

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

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

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

**Section 1.135 of the Plan Defines “Releasing Party”**

“**Releasing Party**” means (i) each holder of a Claim who has not chosen, by marking the appropriate box on the Ballot and/or Opt Out Form, as appropriate, to opt out of the “Releases by Holders of Claims” provided for in Section 8.3 of this Plan, (ii) the DIP Lender, the Trustee and the Holders of Bond Claims solely to the extent set forth in Section 8.3 of the Plan, (iii) Lifespace, and (vi) the Committee.

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

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

---

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

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

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

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

**TAKING PLACE OR EXISTING ON OR BEFORE THE EFFECTIVE DATE (INCLUDING BEFORE THE PETITION DATE) IN CONNECTION WITH OR RELATED TO THE DEBTORS, OR THEIR RESPECTIVE ASSETS, OPERATIONS, FINANCES, PROPERTY AND ESTATES, THE CHAPTER 11 CASES OR THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, THE DIP FACILITY, OR THE SALE TRANSACTION (COLLECTIVELY, "CREDITOR RELEASED CLAIMS") OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY OR A FORMER OFFICER OR DIRECTOR OF THE DEBTORS THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE CREDITOR RELEASED CLAIMS.**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE PLAN, THE DIP LENDER, THE TRUSTEE AND HOLDERS OF THE ORIGINAL BONDS SHALL ALL BE RELEASING PARTIES SOLELY WITH RESPECT TO ANY AND ALL CLAIMS RELATING TO THE DEBTORS (OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION THAT CONSTITUTES WILLFUL MISCONDUCT (INCLUDING FRAUD) OR GROSS NEGLIGENCE), BUT NOT WITH RESPECT TO ANY OTHER CLAIMS SUCH HOLDERS MAY HAVE UNRELATED TO THE DEBTORS, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS OWED TO BONDHOLDERS IN CONNECTION WITH BONDS ISSUED BY LIFESPACE.**

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

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

**EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR ANY RELATED DOCUMENTS, THE EXCULPATED PARTIES SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER**

**THE PLAN, OR ANY OTHER RELATED AGREEMENT OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; PROVIDED, THAT THE FOREGOING “EXCULPATION” SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FRAUD); PROVIDED FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER, OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE LITIGATION TRUSTEE AND THE RESIDENTS TRUST TRUSTEE SHALL NOT HAVE AUTHORITY TO PURSUE ANY CLAIMS DESCRIBED IN SECTION 8 OF THE PLAN AGAINST ANY EXCULPATED PARTY.**

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

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

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

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

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

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

**THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THE**

**DEBTORS' ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN).**

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

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

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, HOLDERS OF CLAIMS THAT OPT OUT OF THE RELEASES UNDER SECTION 8.3 OF THE PLAN WILL NOT BE SUBJECT TO THE INJUNCTION WITH RESPECT TO PREPETITION CLAIMS AGAINST NON-DEBTOR ENTITIES.**

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

**PLEASE READ THE FOLLOWING:**

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

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

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

The undersigned elects to:

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

**Item 2. Certifications.**

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

- (a) that, as of the Voting Record Date, either: (i) the Entity is the holder of the Claims set forth below; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims set forth below;
- (b) that the holder has received a copy of the *Notice to Holders or Potential Holders of Disputed Claims Not Entitled to Vote on the Plan of (i) Non-Voting Status; (ii) Confirmation Hearing; (iii) Confirmation Objection Deadline; and (iv) Opportunity to Opt Out of Third-Party Releases* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class set forth above; and
- (d) that no other Opt-Out Form with respect to the amount(s) of Claims identified below have been submitted with respect to the Plan or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than holder)
Title:	_____
Address:	_____

Telephone Number:	
Email:	
Date Completed:	

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

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

**E-Ballot Voting Instructions**

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

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

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

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

**Exhibit 7**

**(Confirmation and Sale Hearing Notice)**

Trinitee G. Green (SBN 24081320)  
Polsinelli PC  
2950 N. Harwood, Suite 2100  
Dallas, Texas 75201  
Telephone: (214) 397-0030  
Facsimile: (214) 397-0033  
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 HEARING REGARDING (I) CONFIRMATION OF THE FIRST AMENDED PLAN OF REORGANIZATION OF THE PLAN SPONSORS DATED DECEMBER 6, 2022; (II) APPROVAL OF THE SALE TRANSACTION; AND (III) RELATED VOTING AND OBJECTION DEADLINES**

**PLEASE TAKE NOTICE THAT** on December 19, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11

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

cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**” and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *First Amended Disclosure Statement for the Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

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

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

**PLEASE TAKE FURTHER NOTICE THAT** on December 19, 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. 936] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and on \_\_\_, 2022 the Bankruptcy Court entered its order [Docket No. [•]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

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

---

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

**Telephonic Only Participation/Attendance:** Dial-In: 1.650.479.3207, Access code: 160 135 6015.

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

**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

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

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

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

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

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

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

**Plan Objection Deadline.** The deadline for filing objections to the Plan is **January 20, 2023 at 4:00 p.m. prevailing Central Time** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation and Sale Hearing *must*: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against

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

### **ADDITIONAL INFORMATION**

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

**The Plan Supplement.** The Plan Sponsors will file the Plan Supplement (as defined in the Plan) on or before **January 13, 2023** and will serve notice on all holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties of the filing of the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

**Lifespace's Financial Information.** Financial information with respect to Lifespace is available on the bankruptcy case website maintained by KCC, the claims, solicitation and tabulation agent in these Chapter 11 Cases. The information may be accessed for free by visiting the Debtors' bankruptcy case website at <https://www.kccllc.net/edgemere> and selecting the "Lifespace Financials" tab on the home page. In addition, parties in interest may request a copy of the Master Trust Indenture (as defined in the Lifespace Settlement and Contribution Agreement) by contacting the Voting Agent. Additionally, parties may contact the undersigned to request a copy of the Master Trust Indenture.

**BINDING NATURE OF THE PLAN:**

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

Dated: \_\_\_\_\_, 2022  
Dallas, Texas

**POLSINELLI PC**

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

– and –

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

*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

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

– and –

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

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

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

**Exhibit 8-B**

**(Plan Supplement Notice)**

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

In re:

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

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on December 19, 2022, Northwest Senior Housing Corporation and its affiliated debtor (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and UMB Bank, N.A., in its capacity as successor bond trustee and master trustee for the Original Bonds (together, the “**Trustee**”) and in its capacity as lender under the DIP Credit Agreement (the “**DIP Lender**” and, together with the Trustee, the “**Initial Plan Sponsors**”) and collectively with the Debtors, the “**Plan Sponsors**”) filed the (i) *Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 933] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Third Amended Disclosure Statement for the Third Amended Plan of Reorganization of the Plan Sponsors Dated December 19, 2022* [Docket No. 934] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Disclosure Statement**”). The Plan is supported by the Plan Sponsors, Lifespace Communities, Inc. (“**Lifespace**”), and the official committee of unsecured creditors (the “**Committee**”).

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

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

---

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

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

**PLEASE TAKE FURTHER NOTICE THAT** on December 19, 2022 the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”) entered its order [Docket No. 936] (the “**Disclosure Statement Order**”) approving the Disclosure Statement and on [DATE], 2022, the Bankruptcy Court entered its order [Docket No. [●]] (the “**Bidding Procedures Order**”) approving the bidding procedures set forth in the Sale Motion and the Sale Documents;<sup>2</sup>

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

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

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

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

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

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

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

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

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

**ADDITIONAL INFORMATION**

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

**Lifespace’s Financial Information.** Financial information with respect to Lifespace is available on the bankruptcy case website maintained by KCC, the claims, solicitation and tabulation agent in these Chapter 11 Cases. The information may be accessed for free by visiting the Debtors’ bankruptcy case website at <https://www.kccllc.net/edgemere> and selecting the “Lifespace Financials” tab on the home page. In addition, parties in interest may request a copy of the Master Trust Indenture (as defined in the Lifespace Settlement and Contribution Agreement) by contacting the Voting Agent. Additionally, parties may contact the undersigned to request a copy of the Master Trust Indenture.

**BINDING NATURE OF THE PLAN:**

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

[Signatures on Following Page]

Dated: \_\_\_\_\_, 2023  
Dallas, Texas

**POLSINELLI PC**

*/s/ Draft*

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

– and –

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

*Counsel to the Debtors and Debtors in Possession*

**HAYNES AND BOONE, LLP**

*/s/ Draft*

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

– and –

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

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

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

**Exhibit 9**

**(Resident Claim Cover Letter Template)**



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

[Date]

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

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

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

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

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

**Exhibit 10**

**(Committee Solicitation Letter)**

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
IN THE EDGEMERE BANKRUPTCY PROCEEDING**

**DECEMBER 19, 2022**

TO UNSECURED CREDITORS OF NORTHWEST SENIOR HOUSING CORP. (“EDGEMERE”)

**The Committee**

The Official Committee of Unsecured Creditors (the “Committee”) was appointed by the Office of the United States Trustee to represent the interests of all unsecured creditors (including former and current residents) in the Edgemere bankruptcy proceeding. The Committee’s goals have been:

- (i) to maximize the repayment (or “dividend”) to unsecured creditors, including the repayment of entrance fee refund claims to former and current residents (which aggregate approximately \$145 million); and
- (ii) to recapitalize and de-leverage Edgemere to ensure its financial health going forward in order to allow it to continue operating as a “first in class” CCRC<sup>1</sup> facility.

To this end, the Committee has retained bankruptcy counsel and financial advisors experienced in complex business bankruptcy cases, and has actively negotiated with all parties to develop a bankruptcy plan of reorganization that will achieve these goals.

**The Plan Package**

You have or will soon receive a package of documents from Edgemere. If you are a current or former resident, your package will include:

- A plan of reorganization (the “Plan”) proposed and sponsored by the Bondholders (who hold approximately \$110 million of Edgemere’s bond debt) and by Edgemere.
- A letter (on blue colored paper) from KCC stating the amount of your Refund Claim. If that amount is accurate, you do not need to file a further claim with the court.
- A Ballot for you to accept or reject the Plan. The Ballot (also on blue colored paper for your easy reference). Please fill out pages 11 and 12 of the Ballot and mail it to the address listed on page 12 of the Ballot so that it is received on or before January 20, 2023 at 4:00 pm CT.

### **Summary of the Plan**

The proposed Plan generally provides as follows:

#### **Sale of Assets**

- Edgemere's assets will be sold to Bay 9 Holdings, LLC ("Bay 9"), which is owned by one of the Bondholders (or any other party who submits a higher and better offer). All of the proceeds from the sale will be used to repay bankruptcy related expenses and to provide the Bondholders a partial repayment of their debt.
- The Landlord's Ground Lease will be assumed and assigned to Bay 9 so that it can continue to operate Edgemere as a "first in class" CCRC.
- The existing Residency Agreements (which primarily utilize a refundable entrance fee model) will be rejected/cancelled, and Edgemere will convert from a refundable entrance fee model to a monthly fee based model that does not contain life care benefits. Bay 9 will provide current residents the right to continue their occupancy at Edgemere by executing new monthly fee based residency agreements.

#### **Residents Trust and Lifespace Settlement**

- The Plan contains a settlement of all claims against Lifespace<sup>2</sup> by Edgemere, SQLC and the Residents (who do not OPT OUT of the settlement, referred to herein as the "Participating Residents"). The Plan is designed to provide sufficient funds to repay 100% of the Resident Claims.
- In exchange for the releases of claims, Lifespace has agreed to pay to a "Residents Trust" (created under the Plan for the benefit of Residents) an aggregate amount equal to the Residents Claims, payable in annual payments over eighteen (18) years as reflected on Exhibit 1. These annual amounts were determined based on actuarial projections obtained by Lifespace.

**Payment to Escrow Residents, Participating Former Residents and Participating Current Residents**

- Escrow Residents who deposited their entrance fees into escrow shall receive a full refund within ten (10) days of the Effective Date of the Plan.
- Participating Former Residents shall receive a distribution from the Residents Trust in the amount of their Resident Claims sixty (60) days after:
  - (a) the Residents Trust has been informed by the Purchaser 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.<sup>3</sup>
- Participating Current Residents shall receive a distribution from the Residents Trust 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 by the Purchaser 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.<sup>3</sup>

**Potential Queue**

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

### **Life Care Subsidy**

- Participating Current Residents who advance to higher levels of care within the community may request, and the Residents Trust will advance to the 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 hereunder shall be deducted from such Resident's Claim.
- 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 will advance to the resident (subject to the availability of funds in the Residents Trust) such Resident's monthly fee (in any level of care) until such Resident's Claim has been exhausted. Requests for distribution of Residents Trust assets 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.

### **Option to "OPT OUT" of Releases**

The Plan provides that each Resident individually is releasing Edgemere and Lifespace (among others) from any and all claims UNLESS you "OPT OUT" of the release by so indicating on the Ballot. The Committee does not represent you personally and cannot give you legal advice on whether you should or should not elect to OPT OUT of the Lifespace settlement.

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 Subsidy from the Residents Trust.

### **Committee Recommendation**

The Committee believes the Plan is the best option available to unsecured creditors, including residents, and strongly urges you to:

- ACCEPT (Vote For)** the Plan.

### **Important Deadlines**

The Court has set a number of important **deadlines**, including (but not limited to) the following:

- **January 20, 2023, at 4:00 p.m. (Central Time)** is the **deadline** for KCC, the Voting Agent, to **actually receive** Ballots from all creditors, including residents.
- **January 26, 2023, at 9:30 a.m. (Central Time)** is the date for the **hearing on the proposed sale of assets and confirmation** of the Plan.

Sincerely,

/s/

Official Committee of Unsecured Creditors

By: Erle Nye

Title: Chairperson

---

<sup>1</sup> Continuing Care Retirement Community.

<sup>2</sup> The potential claims against Lifespace are described in more detail in the Disclosure Statement that you have recently received.

<sup>3</sup> The Trustee shall reserve sufficient funds in the Residents Trust for projected Trust expenses and the future payments of projected Life Care Subsidy on behalf of Participating Current Residents.

Exhibit 1

Lifespace Trust Contribution Schedule

<b>Date</b>	<b>Lifespace Contribution Payment</b>	<b>Administrative Expense Payment</b>	<b>Annual Payment</b>
Effective Date Pay neat	\$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>