

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

**ORDER: (I) APPROVING (A) THE DISCLOSURE STATEMENT, (B) SOLICITATION
AND VOTING PROCEDURES, AND (C) FORM OF BALLOTS, SOLICITATION
MATERIALS AND FORMS AND METHODS OF NOTICE WITH RESPECT
THERE TO; (II) SCHEDULING THE CONFIRMATION HEARING AND
ESTABLISHING KEY DEADLINES; AND (III) GRANTING RELATED RELIEF**

Upon the *Motion of Debtor for Entry of an Order (I) Approving (A) the Disclosure Statement (B) Solicitation and Voting Procedures, and (C) Form of Ballots, Solicitation Materials and Forms and Methods of Notice with respect thereto; (II) Scheduling the Confirmation Hearing and Establishing Key Deadlines; and (III) Granting Related Relief* (the “**Motion**”); the Court having reviewed the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. 157 and §§ 1334(b); and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtor, the estate, creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

FOUND AND DETERMINED THAT:

- A. Notice of the Motion was good and sufficient.
- B. The following forms attached to this Order contain sufficient information and are appropriate under the circumstances:
- a. Solicitation Procedures, Exhibit 1;
 - b. Ballots, Exhibit Group 3-A, Exhibit 3-B, Exhibit 3-C, and Exhibit 3-D;
 - c. Non-Voting Status Notice, Exhibit 4;
 - d. Disputed Claims Non-Voting Status Notice, Exhibit 5;
 - e. Opt Out Form, Exhibit 6;
 - f. Confirmation Hearing Notice, Exhibit 7; and
 - g. Plan Supplement Notice, Exhibit 8.
- C. The forms of ballots attached hereto as Exhibit Group 3-A, Exhibit 3-B, Exhibit 3-C, and Exhibit 3-D (the “**Ballot(s)**”) are sufficiently consistent with Official Form No. B314, adequately address the particular needs of the above captioned case (the “**Chapter 11 Case**”), and are appropriate for the classes of claims (the “**Voting Classes**”) entitled to vote to accept or reject the *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (as may be amended or modified from time to time, the “**Plan**”).
- D. The time period set forth below during which the Debtor may solicit votes on the Plan is a reasonable period of time for holders of claims in Voting Classes to make an informed decision as to whether to accept or reject the Plan.
- E. The procedures for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

It is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Disclosure Statement is hereby APPROVED under Bankruptcy Code section 1125 and Bankruptcy Rule 3017.
3. The following dates and deadlines are established (subject to modification by further order of the Court):

Event	Proposed Date
Voting Record Date	February 21, 2024, or the date the Disclosure Statement Hearing concludes, whichever is later
Solicitation Commencement	March 11, 2024, or the first date that is three business days after entry of this Disclosure Statement Order, whichever is earlier
Date of Publication of Confirmation Hearing Notice	March 11, 2024, or as soon as practicable thereafter
Deadline to File Plan Supplement	April 4, 2024
Deadline to File Rule 3018(a) Motions	April 15, 2024
Plan Objection Deadline	April 18, 2024, at 4:00 p.m. (CT)
Voting Deadline	April 18, 2024, at 4:00 p.m. (CT)
Opt Out Deadline	April 18, 2024, at 4:00 p.m. (CT)
Deadline to Object to Rule 3018(a) Motions	April 19, 2024
Deadline to File Voting Report	April 25, 2024
Deadline to File Confirmation Brief and Reply to Plan Objection(s)	April 25, 2024 at 4:00 p.m. (CT)
Confirmation Hearing Date	April 30, 2024 at 9:00 a.m. (CT)

4. The hearing to consider approval and confirmation of the Plan (the “**Confirmation Hearing**”) shall commence on April 30, 2024, at 9:00 a.m. (CT), before the Honorable Timothy

Barnes for the Northern District of Illinois. Instructions for participation at the Confirmation Hearing will be distributed in the notice of Confirmation Hearing (the “**Confirmation Hearing Notice**”), which is hereby approved in the form attached hereto as Exhibit 7. The Confirmation Hearing may be continued from time to time by way of announcement of such continuance in open court or otherwise, without further notice to parties in interest.

5. Any objections to confirmation of the Plan (“**Confirmation Objections**”) shall (a) be in writing; (b) state the name and address of the objecting or responding party and the amount and nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection or response; (d) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (e) be filed electronically with the Clerk of the Court so as to be actually filed on or before April 18, 2024 at 4:00 p.m. (CT) (the “**Plan Objection Deadline**”); and (f) be served on the following notice parties (the “**Notice Parties**”) so as to be actually received by the Plan Objection Deadline.

- h. Counsel for the Debtor: (i) Dopkelaw LLC, 1535 W. Schaumburg Road, Suite 204, Schaumburg, Illinois 60194, Attn: Bruce Dopke (Email: bd@dopkelaw.com); and (ii) Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois, 60606, Attn: Jeremy R. Johnson (Email: jeremy.johnson@polsinelli.com) and Trinitee G. Green (Email: tggreen@polsinelli.com);
- i. Counsel for the Committee: Crane, Simon, Clar, & Goodman, 139 S. LaSalle Street, #3950, Chicago, Illinois 60603, Attn: Scott Clar (Email: sclar@cranesimon.com) and Karen Goodman (Email: kgoodman@cranesimon.com); and
- j. Counsel for the Office of the United States Trustee: 219 South Dearborn Street, Room 873, Chicago, IL 60604, Attn: Jeffrey L. Gansberg (Email: jeffrey.l.gansberg@usdoj.gov).

6. The Debtor must file its confirmation brief and any reply or replies, as appropriate, to any timely filed Confirmation Objections no later than April 25, 2024, at 4:00 p.m. (CT) (the

“Confirmation Reply and Brief Deadline”), and if the Confirmation Hearing is adjourned, such deadline shall be the date that is three (3) business days before any such adjourned hearing date.

7. The Debtor shall serve, or cause to be served, the Confirmation Hearing Notice upon all known holders of claims, including unclassified claims, irrespective of whether such holders have the right to vote on the Plan, and all creditors and equity security holders pursuant to Bankruptcy Rule 2002 as of the Voting Record Date (defined below) (the **“2002 List”**); (a) counsel to the Bond Trustee; (b) counsel to the Committee; (c) the U.S. Trustee; (d) state and local taxing authorities for jurisdictions in which the Debtor conducts business; and (e) the Internal Revenue Service. Such service shall constitute adequate and sufficient notice, in satisfaction of the requirements of applicable provisions under the Bankruptcy Code and the Bankruptcy Rules, of: (a) the Confirmation Hearing; (b) the manner in which a copy of the Plan may be obtained; and (c) the Plan Objection Deadline.

8. The Debtor shall publish the Confirmation Hearing Notice on or prior to the earlier of March 11, 2024, or the first date that is 3 business days after entry of this Order, or as soon as practicable thereafter, in other regional or local publications within Chicago, Illinois, as the Debtor deems necessary.

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

10. Pursuant to Bankruptcy Rule 3017(d), February 21, 2024, or the date that the Disclosure Statement Hearing is concluded, whichever is later, shall be the date for determining which holders are entitled to vote on the Plan (the **“Voting Record Date”**). The Debtor shall use the Voting Record Date for determining which holders are: (a) in a Voting Class and, thus, entitled

to receive the Solicitation Materials (as defined below) in the solicitation packages (collectively, “**Solicitation Package(s)**”); and (b) in a class not entitled to vote on the Plan (each a “**Non-Voting Class**” and collectively, “**Non-Voting Classes**”) and, thus, entitled to receive only the Confirmation Hearing Notice, a Non-Voting Status Notice, and an opt out election form substantially in the form attached hereto as Exhibit 6 (the “**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(c), including passage of the 21-day objection period set forth therein, 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 Debtor objects to a claim or seeks 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 April 18, 2024 at 4:00 p.m. (CT), which is the deadline to vote to accept or reject the Plan (the “**Voting Deadline**”), the objection to or request to estimate such claim has been withdrawn or resolved in favor of the creditor asserting the claim. Recipients of an objection to expunge, disallow, and/or

estimate their claim shall receive a Disputed Claim Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 5, which will include the Opt Out Form, substantially in the form attached hereto as Exhibit 6.

13. To be considered, any motions brought pursuant to Bankruptcy Rule 3018(a) (“**Rule 3018(a) Motions**”) must be filed with this Court and served on counsel to the Debtor and other Notice Parties so as to be actually received no later than April 15, 2024.

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, the Debtor 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 Hearing, the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

15. The Debtor 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 Debtor’s right to object to any proof of claim after the Voting Record Date.

17. The Debtor is authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the procedures (the “**Solicitation Procedures**”) attached hereto as Exhibit 1, which are hereby approved in their entirety; provided, however, that the Debtor may amend or supplement the Solicitation Procedures where in the Debtor’s best judgment, doing so would facilitate solicitation of the Plan.

18. 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 3-A, Exhibit 3-B, Exhibit 3-C, and Exhibit 3-D are hereby approved.

19. Ballots shall be distributed to the Voting Classes, accompanied by a pre-addressed, postage prepaid return envelope, and instructions for submission of votes.

20. With respect to the holders of claims in Class 2 (the “**Bondholders**”) and the Bondholders’ Class 4 Deficiency Claims, Stretto, Inc. (the “**Claims and Balloting Agent**”) will submit the Solicitation Packages to all Bondholders in a manner customary in the securities industry so as to maximize the likelihood that beneficial owners of the Bonds receive the materials in a timely fashion. Specifically, the Claims and Balloting Agent shall transmit Solicitation Packages for the beneficial holders of the Bonds to all banks, brokers, or as the agent of a bank, broker or other nominee (each, a “**Nominee**”) identified by the Claims and Balloting Agent as an entity through which the Bondholders held their 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 such Bonds. In addition to Solicitation Packages, the Claims and Balloting Agent shall transmit to Nominees both: (a) beneficial holder ballots, as appropriate, substantially in the forms included in Exhibit Group 3-A (the “**Beneficial Holder Ballots**”) and (b) a master ballot, as appropriate, substantially in the forms included in Exhibit Group 3-A (the “**Master Ballots**”) and together with the Beneficial Holder Ballots, the “**Bondholder Ballots**”).

21. Holders of Class 4 Deficiency Claims under the Plan as of the Voting Record Date that are not Bondholders will receive Ballots in the form attached hereto as Exhibit 3-D.

22. Holders of claims in Class 5 under the Plan (the “**Former Residents**”) as of the Voting Record Date will receive Ballots in the form attached hereto as Exhibit 3-B. Former Residents who do not opt out of the releases, exculpations, and injunction in Section 8 of the Plan will be treated as holders of Class 5A Former Resident Claims under the Plan. Former residents

who opt out of the releases, exculpations, and injunction in Section 8 of the Plan will be treated as holders of Class 5B Opt Out Former Resident Claims under the Plan.

23. Holders of Class 6 Non-Resident General Unsecured Claims, as of the Voting Record Date, will receive Ballots in the form attached hereto as Exhibit 3-C.

24. The Debtor is not required to provide Solicitation Packages to holders in Non-Voting Classes or holders of unclassified claims. Instead, the Debtor shall deliver to such parties and holders a Non-Voting Status Notice substantially in the form attached hereto as Exhibit 4 and/or a Disputed Claim Non-Voting Status Notice substantially in the form attached hereto as Exhibit 5, each of which are hereby approved. The Debtor will also send a separate Opt Out Form, substantially in the form attached hereto as Exhibit 6, which is hereby approved, to holders of claims or interests receiving a Non-Voting Status Notice or a Disputed Claim Non-Voting Status Notice, and such holders may complete and return the Opt Out Form to elect to opt out of the consensual third party releases, injunction and exculpation provisions under the Plan.

25. The Disputed Claims Non-Voting Status Notices and 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 with sufficient opportunity to elect not to (a) grant such provisions or (b) be treated as a Releasing Party (as defined by the Plan and set forth in the Disputed Claims Non-Voting Status Notices, Non-Voting Status Notices, and Opt Out Forms) under the Plan by submitting a completed Opt Out Form to the Claims and Balloting Agent in accordance with the instructions provided in the Opt Out Form. The Opt Out Form sufficiently alerts holders not entitled to vote of their right to make the election and the manner in which such election must be made by timely submitting a duly completed Opt Out Form to the Claims and Balloting Agent in accordance with the instructions provided on the Opt Out Form. The Opt Out

Form clearly and conspicuously instructs the recipient of such form that the form must be completed and submitted to avoid becoming a Releasing Party, as defined in the Plan.

26. Further, the Debtor is not required to distribute Solicitation Packages to holders of claims that have already been paid in full during the Chapter 11 Case or that are authorized to be paid in full in the ordinary course of business pursuant to the Bankruptcy Code or an order previously entered by this Court.

27. The Debtor shall transmit or cause to be transmitted, Solicitation Packages to holders in Voting Classes on or before the earlier of: (i) March 11, 2024; or (ii) the first date that is three (3) business days after entry of the Disclosure Statement Order (the “**Solicitation Deadline**”). The Solicitation Packages shall include the following materials (collectively, the “**Solicitation Materials**”):

- a. a Ballot,¹ which will include the voting instructions, a postage-prepaid return envelope (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes);
- b. a copy of the Disclosure Statement with all exhibits, including the Plan, and any other supplements or amendments to these documents, and the Disclosure Statement Order, excluding exhibits attached thereto;
- c. the Confirmation Hearing Notice; and
- d. such other materials as the Court may direct.

28. The Debtor shall make available additional hard copies of Solicitation Packages at the community.

¹ 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 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).

29. The Debtor will provide (a) copies of the Solicitation Materials included in the Solicitation Packages to the U.S. Trustee; and (b) a copy this Order and a copy of the Confirmation Hearing Notice to all parties on the 2002 List as of the Voting Record Date.

30. The Solicitation Packages provide holders in Voting Classes 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 and the Bankruptcy Rules. Accordingly, service of the Solicitation Packages prior to the Solicitation Deadline to those holders in Voting Classes, as set forth above, shall satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules.

31. The Debtor is authorized but not directed to transmit Solicitation Materials via electronic means, which may include providing (i) a compact-disc or flash drive or (ii) making such materials available online for download. Any recipient of Solicitation Materials delivered electronically may request hard copies from the Claims and Balloting Agent and will be entitled to receive such hard copies upon request.

32. Holders of claims that have filed duplicate claims in any given Voting 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 Voting Class.

33. The Debtor is 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.

34. The Debtor is not required to give notice or service of any kind upon any person or entity to whom the Debtor mailed a notice of the meeting of creditors under Bankruptcy Code section 341 or notice of the applicable bar dates and received either of such notices returned by the United States Postal Service marked “undeliverable as addressed,” “moved--left no forwarding address,” “forwarding order expired” or similar marking or reason, unless the Debtor has been informed in writing by such person or entity of that person’s or entity’s new address. Likewise, the Debtor is not required to deliver Solicitation Packages to any party to whom the Disclosure Statement Hearing Notice was sent and was subsequently returned as undeliverable (unless the Debtor has been informed in writing by such person or entity of that person’s or entity’s new address).

35. The Debtor has no duty to notify any holder of a claim of any defects or irregularities with respect to Ballots received by the Claims and Balloting Agent. Likewise, the Debtor will not incur any liability for failure to provide such notification. Further, unless waived by the Debtor, any defects or irregularities with respect to Ballots must be cured before the Voting Deadline or such Ballots will not be counted.

36. The Debtor is authorized 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 FVSsecuritiesvote@Stretto.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 <https://cases.stretto.com/FVS>, 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.

37. The deadline for the Claims and Balloting Agent to file the voting report shall be April 25, 2024.

38. The Debtor is authorized to provide notice of the plan supplement (the "**Plan Supplement Notice**"), substantially in the form attached hereto as Exhibit 8, which is hereby approved in form and substance. Notwithstanding the foregoing, the Debtor may amend the documents contained in and exhibits to the Plan Supplement in accordance with the Plan.

39. The Debtor and the Claims and Balloting Agent are authorized to take all actions necessary to implement the relief granted in this Order.

40. 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 Hearing Notice, and/or any other document approved by this Order, the terms of this Order shall control.

41. The Debtor shall have authority to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement in accordance with the modification provisions set forth therein. Furthermore, the Debtor shall have authority to make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, the Disputed Claims Non-Voting Status Notices, the Opt Out Form, the Confirmation 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 Disputed Claims Non-Voting

Status Notices, the Opt Out Form, the Confirmation Hearing Notice, and any other materials in the Solicitation Packages prior to the Solicitation Deadline.

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

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

44. A copy of the Plan, the Disclosure Statement, and all pleadings and orders of the Court may be obtained by: (a) calling the Claims and Balloting Agent at (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) emailing the Claims and Balloting Agent at TeamFVS@stretto.com with a reference to “FVS” in the subject line; or (d) visiting the case website at <https://cases.stretto.com/FVS>. You may also obtain such information for a fee via PACER at <http://www.ilnb.uscourts.gov>.

Date: 03.12.2024

ENTERED:


United States Bankruptcy Judge

Exhibit 1

(Solicitation Procedures)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

SOLICITATION PROCEDURES

PLEASE TAKE NOTICE THAT on October 18, 2023, Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the “**Debtor**”) in the above-captioned chapter 11 case (the “**Chapter 11 Case**”) filed (i) *Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 277] and (ii) *Disclosure Statement with Respect to Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 278]; on November 14, 2023, the Debtor filed (i) *Debtor’s First Amended Chapter 11 Plan of Liquidation Dated November 14, 2023* [Docket No. 336] and (ii) *First Amended Disclosure Statement with Respect to Debtor’s First Amended Chapter 11 Plan of Liquidation, Dated November 14, 2023* [Docket No. 337]; on January 17, 2024, the Debtor filed (i) *Debtor’s Second Amended Chapter 11 Plan of Liquidation Dated January 17, 2024* [Docket No. 478] and (ii) *Second Amended Disclosure Statement with Respect to the Debtor’s Second Amended Chapter 11 Plan of Liquidation, Dated January 17, 2024* [Docket No. 479]; and on February 16, 2024, the Debtor filed (i) *Debtor’s Third Amended Chapter 11 Plan of Liquidation Dated February 16, 2024* [Docket No. 550] and (ii) *Third Amended Disclosure Statement with Respect to Debtor’s Third Amended Chapter 11 Plan of Liquidation, Dated February 16, 2024* [Docket No. 551].

PLEASE TAKE FURTHER NOTICE THAT on February 29, 2024, the Debtor filed (i) *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE THAT on February **[●]**, 2024, the United States Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order (the “**Solicitation Procedures Order**”): (i) approving the Disclosure Statement as containing adequate information within the meaning of Bankruptcy Code section 1125, (ii) establishing the voting record date and other related dates and deadlines in connection with the 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

The Court has established **February 21, 2024** 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 **April 18, 2024 at 4:00 p.m. (CT)** 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 the Voting Agent by no later than the Voting Deadline.

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 3-A, Exhibit 3-B, Exhibit 3-C, and Exhibit 3-D. Ballots, along with other materials in the Solicitation Packages (as defined below), shall be distributed to all parties entitled to vote by **March 11, 2024**, or the first date that is three (3) business days after entry of the Solicitation Procedures Order, whichever is earlier (the “**Solicitation Deadline**”). 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). Ballots will conspicuously provide the release, exculpation, and injunction provisions under Section 8 of the Plan and will instruct holders to check a box if they desire to opt out of being treated as “Releasing Party”, as that term is defined in the Plan. The Ballots will include the Plan’s definition of “Releasing Party” for ease of reference.

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

Notices of non-voting status, including the Non-Voting Status Notice attached to the Solicitation Procedures Order as Exhibit 4 and the Disputed Claims Non-Voting Status Notice attached to the Solicitation Procedures Order as Exhibit 5, 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 materials 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 opt out of being treated as “Releasing Party,” as that term is defined in the Plan, with respect to the release, exculpation, and injunction provisions under Section 8 of the Plan. The Opt Out Form will include the Plan’s definition of “Releasing Party” and will also conspicuously provide the release, exculpation and injunction provisions under Section 8 of the Plan.

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

1. The Solicitation Package

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

- a. a Ballot,¹ which will include the voting instructions, a postage-prepaid return envelope (with the exception that Solicitation Packages provided to Nominees will not include postage-prepaid return envelopes);
- b. a copy of the Disclosure Statement with all exhibits, including the Plan, and any other supplements or amendments to these documents, and the Solicitation Procedures Order, excluding exhibits attached thereto;
- c. the Confirmation Hearing Notice; and
- d. such other materials as the Court may direct.

2. Distribution of the Solicitation Packages

With the exception of the Ballot and the Confirmation Hearing Notice, the Debtor may transmit the materials contained within the Solicitation Packages via electronic means by: (i) providing a compact-disc or flash drive; or (ii) making such materials available online for download.² Any party that receives the materials in electronic format but would prefer hard copies may contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. Parties may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional

¹ 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 Claims and Class 4 Deficiency Claims held by the Bondholders. 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).

² 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.

copies of, solicitation materials, but may not offer legal advice, including to advise you as to whether you should vote to accept or reject the Plan.

The Debtor 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 Hearing Notice on all holders of unclassified claims and creditors and equity holders, pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

The Debtor 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).

E. Voting and Tabulation Procedures

1. Holders of Claims Entitled to Vote

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

2. Voting Options³

The Debtor 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 FVSsecuritiesvote@Stretto.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 <https://cases.stretto.com/FVS>, 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.

³ Nominees are authorized to transmit Solicitation Packages and collect votes to accept or reject the Plan from Beneficial Holders in accordance with their customary practice, including the use of a VIF in lieu (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

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 Debtor's 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 Debtor 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 Debtor 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 Debtor's 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 Debtor's 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 Debtor files and serves 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 Debtor files 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 Debtor has 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 Debtor has 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 the foregoing or anything to the contrary herein, holders of Class 5 Claims shall be permitted to vote the face amount of their scheduled claims irrespective of whether such creditor filed a Proof of Claim and 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 Debtor 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 Ballots cast by and for holders of Class 2 Bond Claims and Class 4 Deficiency Claims held by Bondholders. Such Ballots shall be in the forms attached to the Solicitation Procedures Order as Exhibit Group 3-A, including the Beneficial Holder Ballot and the Master Ballot.

- (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 Holders 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 Holders 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 on the Plan;
- (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) any Ballot that partially rejects and partially accepts any Plan, which is commonly referred to as claim splitting;
- (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 these procedures and the voting instructions attached to the Ballot.

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.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, revocation, or withdrawal of Ballots will be determined by the Debtor, in its sole discretion, in accordance with these procedures, and such determination will be final and binding unless otherwise ordered by the Bankruptcy Court.

The Debtor has no duty to notify any holder of a Claim of any defects or irregularities with respect to Ballots received by the Voting Agent. Likewise, the Debtor will incur no liability for failure to provide such notification. Further, unless waived by Debtor, 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 Debtor 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.

The Debtor shall provide copies to the U.S. Trustee of any ballots that the Debtor and/or the Voting Agent determine to accept or reject in spite of and/or because of any nonconformity not later than **April 26, 2024 at 4:00 p.m. (CT)**.

6. The Voting Report

The Voting' Agent's Voting Report shall be filed no later than **April 25, 2024**.

F. Amendments to the Plan and Solicitation Procedures

The Debtor's rights to make nonsubstantive and nonmaterial changes to the Plan and/or Disclosure Statement are reserved. Furthermore, the Debtor may make nonsubstantive and nonmaterial changes to the Ballots, the Non-Voting Status Notices, Disputed Claim Non-Voting Status Notice, and the Confirmation 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 Disputed Claims Non-Voting Status Notices, the Confirmation Hearing Notice, and any other materials in the Solicitation Package prior to the mailing and/or Solicitation Deadline. If such changes are made, the Debtor will promptly file a notice on the Court's docket reflecting all such changes in a manner that highlights each such change.

Dated: March __, 2024
Chicago, Illinois

POLSINELLI PC

/s/ DRAFT

Trinitee G. Green (ARDC # 6323508)
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
tggreen@polsinelli.com

– and –

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

COUNSEL TO THE DEBTOR
AND DEBTOR IN POSSESSION

Exhibit Group 3-A

(Beneficial Holder Ballot and Master Ballot)

No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Debtor's Chapter 11 Plan of Liquidation.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT
OR REJECT THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

**CLASS 2 BOND CLAIMS
CLASS 4 DEFICIENCY CLAIMS**

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

PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE VOTING AGENT BY APRIL 18, 2024 AT 4:00 P.M. (CT) (THE "VOTING DEADLINE").

IF, HOWEVER, YOU RECEIVED A "PRE-VALIDATED" BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE VOTING AGENT IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE "PRE-VALIDATED" BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING

DEADLINE.

Stretto, Inc. (the “**Voting Agent**”) in its capacity as voting agent for and on behalf of the Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the “**Debtor**”) in the above-captioned chapter 11 case (the “**Chapter 11 Case**”) is soliciting votes with respect to *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”)¹ from the holders of certain Impaired Claims against the Debtor. The accompanying *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on February 29, 2024, as Exhibit 1. On February, [●], 2024, the Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order approving the Disclosure Statement and the proposed procedures for the Debtor’s solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus, the Debtor is soliciting votes in accordance with the Solicitation Procedures Order.

Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this ballot carefully before you submit this ballot.

This ballot (the “**Beneficial Holder Ballot**”) is being sent to all beneficial holders (collectively, the “**Beneficial Holders**”) of the Bonds (as defined in the Plan). You are receiving this Beneficial Holder Ballot because records maintained by your broker, bank, common representative or other nominee or intermediary (collectively with their mailing agents, “**Nominee**”) indicate that you are a Beneficial Holder of a Class 2 Bond Claim and a Class 4 Deficiency Claim arising under, related to or in connection with the Bonds as of **February 21, 2024** (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.

The rights and treatment for each Class of Claims, including Class 2 Claims and Class 4 Claims, are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Solicitation Procedures Order are available on the Case Website at <https://cases.stretto.com/FVS>. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Solicitation Procedures Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND MAY NOT ADVISE YOU REGARDING WHETHER TO ACCEPT OR REJECT THE PLAN.

The Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. However, such approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect thereto. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.

Most Beneficial Holders will submit votes to accept or reject the Plan by completing a Beneficial Holder Ballot and returning it to their Nominee, who will then prepare and submit a master ballot (a “**Master Ballot**”). You may have received specific instructions from your Nominee for use in returning completed Beneficial Holder Ballots. Please follow the instructions provided by your Nominee and return your Beneficial Holder Ballot in sufficient time for your Nominee to complete and submit the Master Ballot so that it is actually received by the Voting Agent on or before **April 18, 2024 at 4:00 p.m. (CT)** (the “**Voting Deadline**”). If a Master Ballot is not received by the Voting Agent on or before the Voting Deadline, the vote will not count as an acceptance or rejection of the Plan, unless the Debtor extends the Voting Deadline.

YOU SHOULD CAREFULLY REVIEW THE PLAN AND THE ATTACHED INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS BALLOT. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

If the Voting Agent does not receive the Master Ballot by April 18, 2024 at 4:00 p.m. (CT), and if the deadline is not extended, your vote as either acceptance or rejection of the Plan will not count and the Plan, if it is confirmed, will be binding on you whether or not you vote.

IMPORTANT NOTICE FOR ALL CREDITORS

PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND TRANSACTION(S) CONTEMPLATED THEREUNDER.

Item 1. Amount of Class 2 Bond Claim and Class 4 Deficiency Claim.

As of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for such Holder) or the Nominee of a Beneficial Holder in the following aggregate unpaid principal amount:

*(If an amount has not been provided by your bank, broker, nominee or other intermediary on a label below, please insert the amount in the box below. If your Bonds are held by a Nominee on your behalf and you do not know the amount of Bonds held or the amount provided on the label is incorrect, please contact your Nominee immediately.)

Principal Amount: \$_____

Item 2. Vote on the Plan.

The Beneficial Holder of the Claims against the Debtor set forth in Item 1 votes to (please check only one):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.

The Plan contains the following provision(s):

Section 1.147 Defines "Releasing Party"

"Releasing Party" means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Third Party Releases" provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS

AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; *PROVIDED, HOWEVER*, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; *PROVIDED, FURTHER*, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY,

ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.

☐ I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions under Section 8 of the Plan.

Item 4. Other Beneficial Holder Ballots Submitted.

By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT**

Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP Ticker Symbol of Other Claims Voted

Item 5. Acknowledgments and Certification

By signing this Beneficial Holder Ballot, the undersigned certifies that:

- a. no other Beneficial Holder Ballots have been cast with respect to the Claims identified in Item 1, and that, to the extent such Beneficial Holder Ballots have been cast, such earlier Ballots are hereby revoked;
- b. the undersigned Beneficial Holder has been provided with a copy of the Plan, the Disclosure Statement, and the Solicitation Procedures Order, and acknowledges that the vote set forth on this Beneficial Holder Ballot is subject to all terms and conditions set forth therein; and
- c. the undersigned Beneficial Holder is the Beneficial Holder of the Claims set forth in Item 1, with full power and authority to vote to accept or reject the Plan.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Beneficial Holder Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and

legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.

Name of Claimant: _____

Signature: _____

Name of Signatory: _____
(if different than Claimant)

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address: _____
(continued)

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, your vote will not be counted.

INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT

THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE BENEFICIAL HOLDER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR BENEFICIAL HOLDER BALLOT WILL BE COUNTED.

1. The Debtor is soliciting the vote of holders of Class 2 Bond Claims and Class 4 Deficiency Claims as of the Voting Record Date to accept or reject the Plan. The Debtor has caused the attached Beneficial Holder Ballot to be sent to you because the Debtor's available records indicate that you are a Beneficial Holder.

2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.

3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is **actually received** by the Voting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots by the Voting Agent is **April 18, 2024 at 4:00 p.m. (CT)**. Please allow additional time for your vote to be submitted to the Voting Agent on or before the Voting Deadline.

4. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will **not** be counted unless the Debtor determines otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to the Debtor, the Debtor's agents (other than the Voting Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtor's financial or legal advisors, or the Bond Trustee, and if so sent will not be counted.

5. If a Beneficial Holder Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted, unless the Debtor determines otherwise.

6. This Beneficial Holder Ballot is not, and shall not, constitute or be deemed to be (a) a Proof of Claim or interest, an assertion of a Claim of Equity Interest, or (b) an admission by the Debtor of the nature, validity, or amount of any Claim or Equity Interest and does not signify that your Claim or Equity Interest has been or will be Allowed.

CUSIP indicated on Exhibit A hereto

7. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purposes other than to vote to accept or reject the Plan.

8. If Multiple Beneficial Holder Ballots are received by the same holder of a Claim with respect to the same Claim(s) prior to the Voting Deadline, the last dated valid Beneficial Holder Ballot timely received will supersede and revoke any earlier Beneficial Holder Ballots.

9. If you believe you have received this Beneficial Holder Ballot in error, or if you need an additional Beneficial Holder Ballot, please contact the Voting Agent immediately at the telephone number or email address set forth below.

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to "FVS" in the subject line.

Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Voting Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot will not be counted.

CUSIP indicated on Exhibit A hereto

Exhibit A

Your Nominee may have checked a box below to indicate the Plan Class and CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

CLASS 2-BOND CLAIMS		
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2027	CUSIP 45204E A57
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2037	CUSIP 45204E A65
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.125% DUE 2/15/2045	CUSIP 45204E A73
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 4.000% DUE 2/15/2019	CUSIP 45204E A81
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 4.000% DUE 2/15/2020	CUSIP 45204E A99
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2021	CUSIP 45204E B23
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2022	CUSIP 45204E B31

CUSIP indicated on Exhibit A hereto

No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Debtor's Chapter 11 Plan of Liquidation.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

**CLASS 2 BOND CLAIMS
CLASS 4 DEFICIENCY CLAIMS**

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

PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY STRETTO, INC. (THE "VOTING AGENT") BY 4:00 P.M. (CENTRAL TIME) ON APRIL 18, 2024 AT 4:00 P.M. (CT) (THE "VOTING DEADLINE").

Stretto, Inc. (the "**Voting Agent**") in its capacity as voting agent for and on behalf of the Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**") is soliciting votes with respect to *Debtor's Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**")¹ from the holders of certain Impaired

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

Claims against the Debtor. The accompanying *Fourth Amended Disclosure Statement with Respect to Debtor's Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on February 29, 2024, as Exhibit 1. On February, [●], 2024, the Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order approving the Disclosure Statement and the proposed procedures for the Debtor's solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus, the Debtor is soliciting votes in accordance with the Solicitation Procedures Order.

Please review the Disclosure Statement, the Plan, the Solicitation Procedures Order, and this ballot carefully before you submit this ballot.

This ballot (the “**Master Ballot**”) is to be used by you, as a bank, broker, nominee or other intermediary, or an agent thereof (each of the foregoing, a “**Nominee**”) for beneficial holders of Class 2 Bond Claims and Class 4 Deficiency Claims (each a “**Beneficial Holder**” and together the “**Beneficial Holders**”) as of **February 21, 2024** (the “**Voting Record Date**”). This Master Ballot is being sent to Nominees for such Beneficial Holders to cast votes to accept or reject the Plan.

The rights and treatment for each Class, including Class 2 and Class 4, are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the Solicitation Procedures Order are available on the Case Website at <https://cases.stretto.com/FVS>. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Solicitation Procedures Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND MAY NOT ADVISE YOU REGARDING WHETHER TO ACCEPT OR REJECT THE PLAN.

The Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125. However, such approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Court. Rather, Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm the Plan. This Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect thereto. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth above.

CUSIP indicated on **Exhibit A** hereto

You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting Agent **actually receives** it on or before the Voting Deadline.

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan.

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Bonds, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below,
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial holder, that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below,

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

Item 2. Claim Votes on Plan:

The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots (the “**Beneficial Holder Ballots**”) or other vote submissions casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not

CUSIP indicated on **Exhibit A** hereto

indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

CUSIP indicated on **Exhibit A** hereto

INDICATE CUSIP HERE: _____

(USE A SEPARATE FORM FOR EACH CUSIP).

Your Customer Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting Record Date	Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below			Indicate OPT OUT to giving the Releases by Holders of Claims in Item 3 of the Beneficial Holder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan	
1	\$	☐		☐	☐
2	\$	☐		☐	☐
3	\$	☐		☐	☐
4	\$	☐		☐	☐
5	\$	☐		☐	☐
6	\$	☐		☐	☐
TOTAL	\$				

Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt Out.

The Plan contains the following provision(s):

Section 1.147 Defines "Releasing Party"

"Releasing Party" means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Third Party Releases" provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE

CUSIP indicated on **Exhibit A** hereto

TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; *PROVIDED, HOWEVER*, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; *PROVIDED, FURTHER*, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR’S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL

CUSIP indicated on Exhibit A hereto

ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies the following:

- (a) it has received a copy of (or information regarding where to obtain) the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;
- (b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
- (c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its or their vote or votes; (ii) the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class;

CUSIP indicated on **Exhibit A** hereto

and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and

- (d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Debtor or the Court, if so requested or ordered.

Name of Nominee and/or DTC Participant:	_____
	(Print or Type)
Participant Number (if applicable):	_____
Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT PROMPTLY TO THE VOTING AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:

Via first class mail, by overnight courier, or by hand delivery to:

FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602

OR

Via Email to: FVSsecuritiesvote@stretto.com with a reference to:

CUSIP indicated on **Exhibit A** hereto

“FVS - Master Ballot”
in the subject line

Please select only one method for the return of your Master Ballot.

If the Voting Agent does not actually receive this Master Ballot on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, the votes will not be counted.

CUSIP indicated on **Exhibit A** hereto

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

THESE INSTRUCTIONS EXPLAIN HOW TO COMPLETE THE ATTACHED MASTER BALLOT. PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY TO ENSURE THAT YOUR MASTER BALLOT WILL BE COUNTED.

1. The Debtor is soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.

2. The Plan can be confirmed by the Court and thereby made binding upon the Beneficial Holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Disclosure Statement for more information.

3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims listed on Exhibit A hereto and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver to the Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by **April 18, 2024 at 4:00 p.m. (CT)** or otherwise validate the Master Ballot in a manner acceptable to the Voting Agent.

4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:

- (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Voting Agent. A list of the Beneficial Holders to whom

Plan Class and CUSIP indicated on Exhibit A hereto

“pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or

- (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. Nominees may also follow their customary procedures to distribute the Solicitation Package to the Beneficial Holder (including, but not limited to, electronic methods and the use of a “voting instruction form” in lieu of a Ballot). In either such case, the Nominee will tabulate the votes of its respective owners on this Master Ballot, in accordance with the instructions set forth herein, and then return the Master Ballot to the Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Voting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtor or the Court.

6. The Master Ballot **must** be delivered to the Voting Agent so as to be **actually received** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is April 18, 2024 at 4:00 p.m. (CT).**

7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**

- (a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;
- (b) any Master Ballot sent by facsimile or any electronic means other than electronic mail in accordance with the instructions herein;
- (c) any unsigned Master Ballot;
- (d) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;

CUSIP indicated on **Exhibit A** hereto

(e) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and

(f) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

8. The method of delivery of Master Ballots to the Voting Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Voting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.

9. If multiple Master Ballots are received from the same Nominee with respect to the same Claim(s) voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.

10. The Master Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.

12. If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on Exhibit A of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.

13. For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), the Debtor and the Voting Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.

14. The following additional rules shall apply to Master Ballots:

(a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.

CUSIP indicated on **Exhibit A** hereto

- (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;
- (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Voting Agent will attempt to reconcile discrepancies with the Nominee;
- (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the Claims; and
- (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly

If you have any questions regarding this Master Ballot, these Master Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line.

If the Voting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, the vote transmitted hereby will not be counted.

CUSIP indicated on **Exhibit A** hereto

Exhibit A

Please check one CUSIP to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

CLASS 2 –BOND CLAIMS; CLASS 4- DEFICIENCY CLAIMS (BOND DEFICIENCY CLAIM)		
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2027	CUSIP 45204E A57
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2037	CUSIP 45204E A65
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.125% DUE 2/15/2045	CUSIP 45204E A73
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 4.000% DUE 2/15/2019	CUSIP 45204E A81
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 4.000% DUE 2/15/2020	CUSIP 45204E A99
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2021	CUSIP 45204E B23
☐	ILLINOIS FINANCE AUTHORITY REVENUE BONDS FRIENDSHIP VILLAGE OF SCHAUMBURG SERIES 2017 (IL) 5.000% DUE 2/15/2022	CUSIP 45204E B31

Exhibit 3-B

(Class 5 Former Resident Ballot)

No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Debtor's Chapter 11 Plan of Liquidation.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

**FORMER RESIDENT BALLOT FOR VOTING TO
ACCEPT OR REJECT THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

CLASS 5 FORMER RESIDENT CLAIMS

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

PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE VOTING AGENT BY APRIL 18, 2024 AT 4:00 P.M. (CT) (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

Stretto, Inc. (the "**Voting Agent**") in its capacity as voting agent for and on behalf of the Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**") is soliciting votes with respect to *Debtor's Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified,

amended, or supplemented from time to time, the “**Plan**”)¹ from the holders of certain Impaired Claims against the Debtor.

This ballot (the “**Ballot**”) is being sent to you as a holder of a Former Resident Claim as of **February 21, 2024** (the “**Voting Record Date**”).

- If you consent to granting the releases set forth below and do not check the opt out box you will be treated as a Class 5A Former Resident under the terms of the Plan. Holders of Class 5A Claims will recover their Pro Rata shares of: (i) any recovery of the Unsecured Creditor Trust; (ii) \$2,000,000 (the Buyer Former Resident Contribution); and (iii) \$1,500,000 (the FSO Former Residents Contribution).
- If you do not consent to granting the releases set forth below by checking the opt out box you will be treated as a Class 5B Opt Out Former Resident under the terms of the Plan. Holders of Class 5B Claims will recover their Pro Rata shares of: (i) any recovery of the Unsecured Creditor Trust; and (ii) \$2,000,000 (the Buyer Former Resident Contribution).

The accompanying *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on February 29, 2024, as Exhibit 1. On February, [●], 2024, the Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order approving the Disclosure Statement and the proposed procedures for the Debtor’s solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus, the Debtor is soliciting votes in accordance with the Solicitation Procedures Order.

The rights and proposed treatment of the various Classes under the Plan are described in the Disclosure Statement. Each of the Disclosure Statement, the Plan and the Solicitation Procedures Order are available, free of charge, on the Case Website at <https://cases.stretto.com/FVS>. The Solicitation Package you are receiving, which includes this Ballot, provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Solicitation Procedures Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the Case Website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND MAY NOT ADVISE YOU REGARDING WHETHER TO ACCEPT OR REJECT THE PLAN.

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

Although the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125, the Plan has not been confirmed by the Court. Rather, the Voting Agent will receive, collect and tabulate votes with respect to the Plan and will prepare and file a Voting Report. The Court will use the Voting Report in making the determination as to whether or not to confirm the Plan.

If your Ballot is not actually received by the Voting Agent on or before April 18, 2024 at 4:00 p.m. (CT), 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:

FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602

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 Debtor’s bankruptcy case website, located at <https://cases.stretto.com/FVS> (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 Debtor’s E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: _____.
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

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

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH HEREIN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 5 under the Plan.

Item 1. Amount of Claim. The undersigned is a holder of a Class 5 Claim, in the unpaid principal amount of:

\$ _____

Item 2. Vote.

Any Claim represented by this Ballot that (a) does not indicate either an acceptance or a rejection of the Plan, (b) indicates both an acceptance and a rejection of the Plan or (c) is incomplete, illegible or unsigned, will not be included in any calculation of votes with respect to the Plan.

The holder of the Claim set forth in Item 1 votes (please check one):

☐ <u>ACCEPT</u> (vote FOR) the Plan	☐ <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.

The Plan contains the following provision(s):

Section 1.147 Defines "Releasing Party"

"Releasing Party" means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Third Party Releases" provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR

ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; PROVIDED, HOWEVER, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION,

OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.

If you consent to granting the releases set forth above by not checking the opt out box below you will be treated as a Class 5A Former Resident under the terms of the Plan. Holders of Class 5A Claims will recover their Pro Rata shares of: (i) any recovery of the Unsecured Creditor Trust; (ii) \$2,000,000 (the Buyer Former Resident Contribution); and (iii) \$1,500,000 (the FSO Former Residents Contribution).

If you do not consent to granting the releases set forth above by checking the opt out box below you will be treated as a Class 5B Opt Out Former Resident under the terms of the Plan. Holders of Class 5B Claims will recover their Pro Rata shares of: (i) any recovery of the Unsecured Creditor Trust; and (ii) \$2,000,000 (the Buyer Former Resident Contribution).

☐ I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Plan.

ITEM 4. CERTIFICATION

By signing this Ballot, the undersigned certifies that:

- a. no other Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Ballots have been cast, such earlier Ballots are hereby revoked;
- b. the Resident has been provided with a copy of the Plan, the Disclosure Statement, and the Solicitation Procedures Order and acknowledges that the vote set forth on this Ballot is subject to all terms and conditions set forth therein; and
- c. the Resident is the holder of the Claim set forth in Item 1 and has full power and authority to vote to accept or reject the Plan.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.

Name of Claimant: _____

Signature: _____

Name of Signatory:
(if different than Claimant) _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

This Ballot is not, and shall not constitute or be deemed to be, (a) a Proof of Claim or Interest or an assertion of a Claim or Interest; or (b) an admission by the Debtor of the nature, validity, or amount of any Claim and does not signify that your Claim has been or will be Allowed.

Please return your Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided. If the Voting Agent does not *actually receive* your completed Ballot on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, your vote will not be counted.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of holders of Class 5 Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement, as applicable, copies of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the E-Ballot Portal accessible through the Debtor's bankruptcy case website at <https://cases.stretto.com/FVS/court-docket/>. **Ballots will not be accepted by facsimile or electronic means (other than the E-Ballot Portal).**
3. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
4. **Use of E-Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor's case website at <https://cases.stretto.com/FVS/court-docket/>. 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#: _____

5. Your Ballot ***must*** be returned to the Voting Agent so as to be ***actually received*** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is April 18, 2024 at 4:00 p.m. (CT).**
6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) any Ballot that is not delivered to the Voting Agent;
 - (c) any Ballot sent by facsimile, email, or any electronic means other than via the E-Ballot Portal;
 - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (e) any Ballot submitted by a holder not entitled to vote on the Plan;

- (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);
 - (g) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or
 - (h) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Class 5 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent **actually receives** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
 8. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent.
 9. You must vote all of your Claim either to accept or reject the Plan and may *not* split your vote. Further, if a holder has multiple Claims within a Voting Class, the Debtor may aggregate the Claims for the purpose of counting votes.
 10. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
 11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
 12. If you hold Claims in more than one Class under the Plan you may receive more than one ballot for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line.

IF THE VOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE APRIL 18, 2024 AT 4:00 P.M. (CT) (AND IF THE VOTING DEADLINE IS NOT EXTENDED BY THE DEBTOR) YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

Exhibit 3-C

(Class 6 Non-Resident General Unsecured Claims Ballot)

No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Debtor's Chapter 11 Plan of Liquidation.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

**NON-RESIDENT GENERAL UNSECURED CLAIMS BALLOT FOR VOTING
TO ACCEPT OR REJECT THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

CLASS 6 NON-RESIDENT GENERAL UNSECURED CLAIMS

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

PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE VOTING AGENT BY APRIL 18, 2024 AT 4:00 P.M. (CT) (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

Stretto, Inc. (the "**Voting Agent**") in its capacity as voting agent for and on behalf of the Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**") is soliciting votes with respect to *Debtor's Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**")¹ from the holders of certain Impaired

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

Claims against the Debtor.

This ballot (the “**Ballot**”) is being sent to you as a holder of a Class 6 Non-Resident General Unsecured Claim as of **February 21, 2024** (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan, which provides that Class 6 Claims will recover their Pro Rata shares of any recovery of the Unsecured Creditor Trust.

The accompanying *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on February 29, 2024, as Exhibit 1. On February, [●], 2024, the Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order approving the Disclosure Statement and the proposed procedures for the Debtor’s solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus, the Debtor is soliciting votes in accordance with the Solicitation Procedures Order.

The rights and proposed treatment of the various Classes under the Plan are described in the Disclosure Statement. Each of the Disclosure Statement, the Plan and the Solicitation Procedures Order are available, free of charge, on the Case Website at <https://cases.stretto.com/FVS>. The Solicitation Package you are receiving, which includes this Ballot, provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Solicitation Procedures Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the Case Website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND MAY NOT ADVISE YOU REGARDING WHETHER TO ACCEPT OR REJECT THE PLAN.

Although the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125, the Plan has not been confirmed by the Court. Rather, the Voting Agent will receive, collect and tabulate votes with respect to the Plan and will prepare and file a Voting Report. The Court will use the Voting Report in making the determination as to whether or not to confirm the Plan.

If your Ballot is not received by the Voting Agent on or before April 18, 2024 at 4:00 p.m. (CT), 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:

FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA **92602**

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 Debtor’s bankruptcy case website, located at <https://cases.stretto.com/FVS> (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 Debtor’s E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: _____; PIN# _____
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

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

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH HEREIN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 6 under the Plan.

Item 1. Amount of Claim. The undersigned is a holder of a Class 6 Claim, in the unpaid principal amount of:

\$ _____

Item 2. Vote.

Any Claim represented by this Ballot that (a) does not indicate either an acceptance or a rejection of the Plan, (b) indicates both an acceptance and a rejection of the Plan or (c) is incomplete, illegible or unsigned, will not be included in any calculation of votes with respect to the Plan.

The holder of the Claim set forth in Item 1 votes (please check one):

☐ <u>ACCEPT</u> (vote FOR) the Plan	☐ <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.

The Plan contains the following provision(s):

Section 1.147 Defines "Releasing Party"

"*Releasing Party*" means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Third Party Releases" provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS

TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; PROVIDED, HOWEVER, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT,

EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.

☐ I elect to OPT OUT of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Plan.

ITEM 4. CERTIFICATION

By signing this Ballot, the undersigned certifies that:

- a. no other Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Ballots have been cast, such earlier Ballots are hereby revoked;
- b. it has been provided with a copy of the Plan, the Disclosure Statement, and Solicitation Procedures Order, and acknowledges that the vote set forth on this Ballot is subject to all terms and conditions set forth therein; and
- c. it is the holder of the Claim set forth in Item 1 and has full power and authority to vote to accept or reject the Plan.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.

Name of Claimant: _____

Signature: _____

Name of Signatory:
(if different than Claimant) _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

This Ballot is not, and shall not constitute or be deemed to be, (a) a Proof of Claim or Interest or an assertion of a Claim or Interest; or (b) an admission by the Debtor of the nature, validity, or amount of any Claim and does not signify that your Claim has been or will be Allowed.

Please return your Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided. If the Voting Agent does not *actually receive* your completed Ballot on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, your vote will not be counted.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of holders of Class 6 Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement, as applicable, copies of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the E-Ballot Portal accessible through the Debtor's bankruptcy case website at <https://cases.stretto.com/FVS/court-docket/>. **Ballots will not be accepted by facsimile or electronic means (other than the E-Ballot Portal).**
3. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
4. **Use of E-Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor's case website at <https://cases.stretto.com/FVS/court-docket/>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. **Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.**

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

Unique E-Ballot ID#: _____

PIN#: _____

5. Your Ballot ***must*** be returned to the Voting Agent so as to be ***actually received*** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is April 18, 2024 at 4:00 p.m. (CT).**
6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) any Ballot that is not sent to the Voting Agent;
 - (c) any Ballot sent by facsimile, email, or any electronic means other than via the E-Ballot Portal;
 - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

- (e) any Ballot submitted by a holder not entitled to vote on the Plan;
 - (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);
 - (g) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or
 - (h) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Class 6 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent **actually receives** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
 8. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent.
 9. You must vote all of your Claim either to accept or reject the Plan and may *not* split your vote. Further, if a holder has multiple Claims within a Voting Class, the Debtor may aggregate the Claims for the purpose of counting votes.
 10. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
 11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
 12. If you hold Claims in more than one Class under the Plan you may receive more than one ballot for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line.

IF THE VOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE APRIL 18, 2024 AT 4:00 P.M. (CT) (AND IF THE VOTING DEADLINE IS NOT EXTENDED) YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

Exhibit 3-D

(Class 4 Deficiency Claims Ballot)

No person is authorized to give any information or advice, or to make any representation, other than what is contained in the Disclosure Statement in Support of the Debtor's Chapter 11 Plan of Liquidation.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

**DEFICIENCY CLAIMS BALLOT FOR VOTING TO ACCEPT
OR REJECT THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

CLASS 4 DEFICIENCY CLAIMS

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

PLEASE REVIEW CAREFULLY THE ACCOMPANYING PLAN AND DISCLOSURE STATEMENT FOR A DESCRIPTION OF THE SAME AND THEIR EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE VOTING AGENT BY APRIL 18, 2024 AT 4:00 P.M. (CT) (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

Stretto, Inc. (the "**Voting Agent**") in its capacity as voting agent for and on behalf of the Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**") is soliciting votes with respect to *Debtor's Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified,

amended, or supplemented from time to time, the “**Plan**”)¹ from the holders of certain Impaired Claims against the Debtor.

This ballot (the “**Ballot**”) is being sent to you as a holder of a Class 4 Deficiency Claim as of **February 21, 2024** (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.

The accompanying *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) describes the Plan and contains information to assist you in deciding how to vote on the Plan. The Disclosure Statement also includes a copy of the Plan, as filed on February 29, 2024, as Exhibit 1. On February, [●], 2024, the Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order approving the Disclosure Statement and the proposed procedures for the Debtor’s solicitation of the Plan (the “**Solicitation Procedures Order**”). See Docket No. [●]. Thus, the Debtor is soliciting votes in accordance with the Solicitation Procedures Order.

The rights and proposed treatment of the various Classes under the Plan are described in the Disclosure Statement. Each of the Disclosure Statement, the Plan and the Solicitation Procedures Order are available, free of charge, on the Case Website at <https://cases.stretto.com/FVS>. The Solicitation Package you are receiving, which includes this Ballot, provides instructions detailing how to access electronic versions and request hard copies of each of the (a) Solicitation Procedures Order as entered by the Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may obtain such information from the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the Case Website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND MAY NOT ADVISE YOU REGARDING WHETHER TO ACCEPT OR REJECT THE PLAN.

Although the Court has approved the Disclosure Statement as containing adequate information under Bankruptcy Code section 1125, the Plan has not been confirmed by the Court. Rather, the Voting Agent will receive, collect and tabulate votes with respect to the Plan and will prepare and file a Voting Report. The Court will use the Voting Report in making the determination as to whether or not to confirm the Plan.

If your Ballot is not received by the Voting Agent on or before April 18, 2024 at 4:00 p.m. (CT), your vote will not count as either an acceptance or rejection of the Plan.

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in 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:

FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA **92602**

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 Debtor’s bankruptcy case website, located at <https://cases.stretto.com/FVS> (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 Debtor’s E-Ballot Portal.
- b. Use the following information to retrieve and submit your customized electronic ballot: Unique E-Ballot ID#: _____; PIN# _____
- c. Follow the directions provided on the case website for submitting your Ballot electronically.
- d. If you submit your Ballot through the E-Ballot Portal, do not return a hard copy of your Ballot.

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

YOU SHOULD CAREFULLY READ AND FOLLOW THE VOTING INSTRUCTIONS SET FORTH HEREIN BEFORE COMPLETING AND RETURNING THIS BALLOT.

Your claim has been placed in Class 4 under the Plan.

Item 1. Amount of Claim. The undersigned is a holder of a Class 4 Claim, in the unpaid principal amount of:

\$ _____

Item 2. Vote.

Any Claim represented by this Ballot that (a) does not indicate either an acceptance or a rejection of the Plan, (b) indicates both an acceptance and a rejection of the Plan or (c) is incomplete, illegible or unsigned, will not be included in any calculation of votes with respect to the Plan.

The holder of the Claim set forth in Item 1 votes (please check one):

☐ <u>ACCEPT</u> (vote FOR) the Plan	☐ <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding Releases, Exculpation, and Injunctions and Creditors' Rights to Opt-Out.

The Plan contains the following provision(s):

Section 1.147 Defines "Releasing Party"

"Releasing Party" means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the "Third Party Releases" provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED

CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN

CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; PROVIDED, HOWEVER, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET

(INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

If you wish to opt out of being a "Releasing Party" you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.

☐ I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Plan.

ITEM 4. CERTIFICATION

By signing this Ballot, the undersigned certifies that:

- a. no other Ballots have been cast with respect to the Claim identified in Item 1, and that, to the extent such Ballots have been cast, such earlier Ballots are hereby revoked;

- b. it has been provided with a copy of the Plan, the Disclosure Statement, and Solicitation Procedures Order, and acknowledges that the vote set forth on this Ballot is subject to all terms and conditions set forth therein; and
- c. it is the holder of the Claim set forth in Item 1 and has full power and authority to vote to accept or reject the Plan.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Plan and that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity, of the undersigned.

Name of Claimant: _____

Signature: _____

Name of Signatory:
(if different than Claimant) _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

This Ballot is not, and shall not constitute or be deemed to be, (a) a Proof of Claim or Interest or an assertion of a Claim or Interest; or (b) an admission by the Debtor of the nature, validity, or amount of any Claim and does not signify that your Claim has been or will be Allowed.

Please return your Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided. If the Voting Agent does not *actually receive* your

completed Ballot on or before April 18, 2024 at 4:00 p.m. (CT), and if the Voting Deadline is not extended, your vote will not be counted.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of holders of Class 4 Claims with respect to the Plan attached as Exhibit 1 to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement, as applicable, copies of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the E-Ballot Portal accessible through the Debtor's bankruptcy case website at <https://cases.stretto.com/FVS/court-docket/>. **Ballots will not be accepted by facsimile or electronic means (other than the E-Ballot Portal).**
3. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
4. **Use of E-Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor's case website at <https://cases.stretto.com/FVS/court-docket/>. The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic, online transmission. **Ballots will not be accepted by facsimile, email, or electronic means other than the E-Ballot Portal.**

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

Unique E-Ballot ID#: _____

PIN#: _____

5. Your Ballot ***must*** be returned to the Voting Agent so as to be ***actually received*** by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is April 18, 2024 at 4:00 p.m. (CT).**
6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) any Ballot that is not sent to the Voting Agent;
 - (c) any Ballot sent by facsimile, email, or any electronic means other than via the E-Ballot Portal;
 - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;

- (e) any Ballot submitted by a holder not entitled to vote on the Plan;
 - (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);
 - (g) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or
 - (h) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each holder of a Class 4 Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent **actually receives** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
8. If multiple Ballots are received from the same holder, with respect to the same Claim, prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots. If you wish to change your vote on the Plan prior to the Voting Deadline, please contact the Voting Agent.
9. You must vote all of your Claim either to accept or reject the Plan and may *not* split your vote. Further, if a holder has multiple Claims within a Voting Class, the Debtor may aggregate the Claims for the purpose of counting votes.
10. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims in more than one Class under the Plan you may receive more than one ballot for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line.

IF THE VOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE APRIL 18, 2024 AT 4:00 P.M. (CT) (AND IF THE VOTING DEADLINE IS NOT EXTENDED) YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

Exhibit 4

(Non-Voting Status Notice)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO
THE DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**

PLEASE TAKE NOTICE THAT:

On June 9, 2023 (the “**Petition Date**”), the debtor and debtor in possession (“**Debtor**”) in the above-captioned case (the “**Chapter 11 Case**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtor and the Chapter 11 Case, including the Debtor’s business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Case, is set forth in the *Declaration of Mike Flynn, Chief Executive Officer of the Debtor in support of the Debtor’s First Day Pleadings* [Docket No. 16] (the “**First Day Declaration**”).

THE PLAN AND DISCLOSURE STATEMENT

On October 18, 2023, the Debtor filed (i) *Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 277] and (ii) *Disclosure Statement with Respect to Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 278]; on November 14, 2023, the Debtor filed (i) *Debtor’s First Amended Chapter 11 Plan of Liquidation Dated November 14, 2023* [Docket No. 336] and (ii) *First Amended Disclosure Statement with Respect to Debtor’s First Amended Chapter 11 Plan of Liquidation, Dated November 14, 2023* [Docket No. 337]; on January 17, 2024, the Debtor filed (i) *Debtor’s Second Amended Chapter 11 Plan of Liquidation Dated January 17, 2024* [Docket No. 478] and (ii) *Second Amended Disclosure Statement with Respect to the Debtor’s Second Amended Chapter 11 Plan of Liquidation, Dated January 17, 2024* [Docket No. 479]; and on February 16, 2024, the Debtor filed (i) *Debtor’s Third Amended Chapter 11 Plan of Liquidation Dated February 16, 2024* [Docket No. 550] and (ii) *Third Amended Disclosure Statement with Respect to Debtor’s Third Amended Chapter 11 Plan of Liquidation, Dated February 16, 2024* [Docket No. 551].

On February 29, 2024, the Debtor filed (i) *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11*

Plan of Liquidation, Dated February 29, 2024 [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

APPROVAL OF DISCLOSURE STATEMENT

On February [●], 2024, the United States Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order (the “**Solicitation Procedures Order**”): (i) approving the Disclosure Statement as containing adequate information within the meaning of Bankruptcy Code section 1125, (ii) establishing the voting record date and other related dates and deadlines in connection with the 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. [●].

PLAN CONFIRMATION HEARING

The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **April 30, 2024 at 9:00 a.m. (CT)** before the Honorable Timothy Barnes, either in courtroom 744 of the Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street, Chicago, IL 60604 or electronically. **Important: Only parties and their counsel may appear electronically using Zoom for Government. All other persons must appear in person. To appear by video**, use this link: <http://www.zoom.com/>. Then enter the meeting ID and passcode. **To appear by telephone**, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and passcode (provided below). **Meeting ID and passcode:** The meeting ID for this hearing is 161 329 5276 and the passcode is 433658. The meeting ID and passcode can also be found on the Judge’s page on the Court’s website.

THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR DEBTOR <u>WITHOUT FURTHER NOTICE</u> 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.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Debtor will not provide you with copies of the Plan or the Disclosure Statement. If you wish to receive copies of the Plan and/or the Disclosure Statement, they will be provided, as quickly as practicable, upon request to Stretto, Inc. (the “**Voting Agent**”), either by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

NON-VOTING STATUS

You are receiving this Non-Voting Status Notice because you are not entitled to vote on the Plan as a holder of Claim(s) or Interest(s) in:

- (a) Classes 1 and 3, each of which is Unimpaired and deemed to accept the Plan;
- (b) Class 7, which is entitled to receive no Distribution under the Plan and is deemed to reject the Plan; and/or
- (c) Class 8, which will not receive or retain any property or interests in the Debtor.

If, notwithstanding this notice, you believe that you may have a Claim or Interest against the Debtor that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting Stretto, Inc. (the “**Voting Agent**”), using the contact information provided below.

OBJECTIONS TO CONFIRMATION OF THE PLAN

Objections to confirmation of the Plan, if any, must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtor, the basis for the objection, the specific grounds of the objection, and must be filed and served no later than **April 18, 2024 at 4:00 p.m. (CT)** upon the following: (i) Counsel for the Debtor: (a) Dopkelaw LLC, 1535 W. Schaumburg Road, Suite 204, Schaumburg, Illinois 60194, Attn: Bruce Dopke (Email: bd@dopkelaw.com); and (b) Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois, 60606 Attn: Jeremy R. Johnson (Email: jeremy.johnson@polsinelli.com) and Trinitee G. Green (Email: tgggreen@polsinelli.com); (ii) Counsel for the Committee: Crane, Simon, Clar, & Goodman, 139 S. LaSalle Street, #3950, Chicago, Illinois 60603, Attn: Scott Clar (Email: sclar@cranesimon.com) and Karen Goodman (Email: kgoodman@cranesimon.com); and (iii) Counsel for the Office of the United States Trustee: 219 South Dearborn Street, Room 873, Chicago, IL 60604, Attn: Jeffrey L. Gansberg (Email: jeffrey.l.gansberg@usdoj.gov).

If you have any questions about the status of your Claim(s), you should contact the Voting Agent in accordance with the instructions provided above.

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. SECTION 8.5 **CONTAINS THIRD PARTY RELEASES BY HOLDERS OF CLAIMS.** THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER 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 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 “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS

The Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt Out Form (which is being provided to you, separately, in conjunction with this notice)¹:

Section 1.147 Defines “Releasing Party”

“Releasing Party” means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Third Party Releases” provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT

¹ Any description, summary, or statement made in this notice concerning the Plan or the terms thereof is qualified in all respects by reference to the Plan. In the event of any inconsistency between this notice and the Plan, the provisions of the Plan shall govern and control.

PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT

TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

Dated: March __, 2024
Chicago, Illinois

/s/ DRAFT

Trinitee Green (ARDC #6323508)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
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

*Counsel to the Debtor
and Debtor in Possession*

Exhibit 5

(Disputed Claims Non-Voting Status Notice)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT:

On June 9, 2023 (the “**Petition Date**”), the debtor and debtor in possession (“**Debtor**”) in the above-captioned case (the “**Chapter 11 Case**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtor and the Chapter 11 Case, including the Debtor’s business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Case, is set forth in the *Declaration of Mike Flynn, Chief Executive Officer of the Debtor in support of the Debtor’s First Day Pleadings* [Docket No. 16] (the “**First Day Declaration**”).

THE PLAN AND DISCLOSURE STATEMENT

On October 18, 2023, the Debtor filed (i) *Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 277] and (ii) *Disclosure Statement with Respect to Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 278]; on November 14, 2023, the Debtor filed (i) *Debtor’s First Amended Chapter 11 Plan of Liquidation Dated November 14, 2023* [Docket No. 336] and (ii) *First Amended Disclosure Statement with Respect to Debtor’s First Amended Chapter 11 Plan of Liquidation, Dated November 14, 2023* [Docket No. 337]; on January 17, 2024, the Debtor filed (i) *Debtor’s Second Amended Chapter 11 Plan of Liquidation Dated January 17, 2024* [Docket No. 478] and (ii) *Second Amended Disclosure Statement with Respect to the Debtor’s Second Amended Chapter 11 Plan of Liquidation, Dated January 17, 2024* [Docket No. 479]; and on February 16, 2024, the Debtor filed (i) *Debtor’s Third Amended Chapter 11 Plan of Liquidation Dated February 16, 2024* [Docket No. 550] and (ii) *Third Amended Disclosure Statement with Respect to Debtor’s Third Amended Chapter 11 Plan of Liquidation, Dated February 16, 2024* [Docket No. 551].

On February 29, 2024, the Debtor filed (i) *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and

exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

APPROVAL OF DISCLOSURE STATEMENT

On February [●], 2024, the United States Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order (the “**Solicitation Procedures Order**”): (i) approving the Disclosure Statement as containing adequate information within the meaning of Bankruptcy Code section 1125, (ii) establishing the voting record date and other related dates and deadlines in connection with the 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. [●].

PLAN CONFIRMATION HEARING

The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **April 30, 2024 at 9:00 a.m. (CT)** before the Honorable Timothy Barnes, either in courtroom 744 of the Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street, Chicago, IL 60604 or electronically. **Important: Only parties and their counsel may appear electronically using Zoom for Government. All other persons must appear in person. To appear by video**, use this link: <http://www.zoom.com/>. Then enter the meeting ID and passcode. **To appear by telephone**, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and passcode (provided below). **Meeting ID and passcode:** The meeting ID for this hearing is 161 329 5276 and the passcode is 433658. The meeting ID and passcode can also be found on the Judge’s page on the Court’s website.

THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR DEBTOR **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.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Debtor will not provide you with copies of the Plan or the Disclosure Statement. If you wish to receive copies of the Plan and/or the Disclosure Statement, they will be provided, as quickly as practicable, upon request to Stretto, Inc. (the “**Voting Agent**”), either by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to “FVS” in the subject line. You may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>.

DISPUTED CLAIMS AND NON-VOTING STATUS

You are receiving this notice because you are the holder of a Claim that is subject to a pending objection by the Debtor. **You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place by April 16,**

2024 (each, a “**Resolution Event**”):

1. an order of the Court is entered allowing such Claim pursuant to Bankruptcy Code section 502(b), after notice and a hearing;
2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
3. a stipulation or other agreement is executed between the holder of such Claim and the Debtor temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or
4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

Accordingly, this notice is being sent to you for informational purposes only.

If a Resolution Event occurs, then no later than one (1) business day thereafter, the Voting Agent shall distribute a ballot, and a pre-addressed envelope to you, which must be returned to the Voting Agent no later than the Voting Deadline, which is **April 18, 2024 at 4:00 p.m. (CT)**.

If you have any questions about the status of your Claim(s), you should contact the Voting Agent in accordance with the instructions provided above.

SECTION 8 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS THAT WILL BECOME EFFECTIVE IF THE PLAN IS CONFIRMED. SECTION 8.5 **CONTAINS THIRD PARTY RELEASES BY HOLDERS OF CLAIMS.** THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER 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 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 “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS

The Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt Out Form (which is being provided to you, separately, in

conjunction with this notice)¹:

Section 1.147 Defines “Releasing Party”

“Releasing Party” means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Third Party Releases” provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS

¹ Any description, summary, or statement made in this notice concerning the Plan or the terms thereof is qualified in all respects by reference to the Plan. In the event of any inconsistency between this notice and the Plan, the provisions of the Plan shall govern and control.

ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; *PROVIDED, HOWEVER*, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; *PROVIDED, FURTHER*, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019,

OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

Dated: [March 11], 2024
Chicago, Illinois

/s/ DRAFT

Trinitee Green (ARDC #6323508)
POL SINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
tggreen@polsinelli.com

-and-

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

*Counsel to the Debtor
and Debtor in Possession*

Exhibit 6

(Opt-Out Form)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

OPT OUT 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 either disputed, in whole or part, or deemed to accept or reject the Plan and, thus, not entitled to vote on *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”).¹ Holders are deemed to consent to the release, exculpation, and injunction provisions under Section 8 of the Plan, which, for the avoidance of doubt, includes third-party releases set forth in Section 8.5 of the Plan. These provisions are included in this Opt Out Form for your ease of reference. If the Plan is confirmed the release, exculpation and injunction provisions will become effective against all holders of Claims that do not elect to opt out by submitting this form to Stretto, Inc. (the “**Voting Agent**”). **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 April 18, 2024 at 4:00 p.m. (CT) (the “Opt Out Deadline”).**

PLEASE READ the following important information regarding Releases, Exculpation, and Injunctions and Creditors’ Rights to Opt Out.

The Plan contains the following provision(s):

Section 1.147 Defines “Releasing Party”

“*Releasing Party*” means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Third Party Releases” provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE

¹ Capitalized terms used or not otherwise defined shall have the meanings ascribed to them in the Plan.

UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT

TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING

FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

If you wish to opt out of being a “Releasing Party” you must check the following box, complete this form, and ensure that it is timely submitted to the Voting Agent. If you do not submit this Ballot to the Voting Agent before the Voting Deadline and check the following opt out box, you will be deemed to have consented to being a Releasing Party.

☐ I elect to **OPT OUT** of and do not consent to the releases, exculpations, and injunctions in Section 8 of the Plan.

Name of Claimant: _____

Signature: _____

Name of Signatory: _____
(if different than Claimant)

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

If you wish to opt out of being a “Releasing Party”, please complete this form and return it so as to be **actually received** by April 18, 2024 at 4:00 p.m., Central Time through one of the following ways:

VIA REGULAR MAIL, OVERNIGHT, OR HAND DELIVERY:	VIA ELECTRONIC BALLOT BY VISITING THE WEBSITE BELOW:
FVS Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602	https://cases.stretto.com/FVS

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 the Voting Agent by visiting <https://cases.stretto.com/FVS/court-docket/>, clicking on the “Submit E-Ballot” link and following the instructions set forth on the Case 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#: _____

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 (855) 886-6266 (toll-free) or (949) 784-0581 (international) or by e-mail at TeamFVS@stretto.com. Holders who submit an Opt Out Form using the Voting Agent’s E-Ballot portal should NOT also submit a paper Opt Out Form.

Exhibit 7

(Confirmation Hearing Notice)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§ Chapter 11
	§
EVANGELICAL RETIREMENT	§ Case No. 23-07541
HOMES OF GREATER CHICAGO,	§
INCORPORATED d/b/a FRIENDSHIP	§
VILLAGE OF SCHAUMBURG,	§
	§
FEIN: 36-2815382,	§
	§
Debtor.	§ Hon. Timothy A. Barnes

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) HEARING REGARDING CONFIRMATION OF DEBTOR'S
SECOND AMENDED CHAPTER 11 PLAN OF LIQUIDATION; AND
(III) RELATED VOTING, OPT OUT, AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE THAT on October 18, 2023, Evangelical Retirement Homes of Greater Chicago d/b/a Friendship Village of Schaumburg (the “**Debtor**”) in the above-captioned chapter 11 case (the “**Chapter 11 Case**”) filed (i) *Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 277] and (ii) *Disclosure Statement with Respect to Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 278]; on November 14, 2023, the Debtor filed (i) *Debtor’s First Amended Chapter 11 Plan of Liquidation Dated November 14, 2023* [Docket No. 336] and (ii) *First Amended Disclosure Statement with Respect to Debtor’s First Amended Chapter 11 Plan of Liquidation, Dated November 14, 2023* [Docket No. 337]; on January 17, 2024, the Debtor filed (i) *Debtor’s Second Amended Chapter 11 Plan of Liquidation Dated January 17, 2024* [Docket No. 478] and (ii) *Second Amended Disclosure Statement with Respect to the Debtor’s Second Amended Chapter 11 Plan of Liquidation, Dated January 17, 2024* [Docket No. 479]; and on February 16, 2024, the Debtor filed (i) *Debtor’s Third Amended Chapter 11 Plan of Liquidation Dated February 16, 2024* [Docket No. 550] and (ii) *Third Amended Disclosure Statement with Respect to Debtor’s Third Amended Chapter 11 Plan of Liquidation, Dated February 16, 2024* [Docket No. 551].

PLEASE TAKE FURTHER NOTICE THAT on February 29, 2024, the Debtor filed (i) *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11 Plan of Liquidation, Dated February 29, 2024* [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE THAT on February [●], 2024, the United States Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order (the “**Solicitation Procedures Order**”): (i) approving the Disclosure Statement as containing adequate

information within the meaning of Bankruptcy Code section 1125, (ii) establishing the voting record date and other related dates and deadlines in connection with the 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. [●].

PLAN CONFIRMATION HEARING

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **April 30, 2024 at 9:00 a.m. (CT)** before the Honorable Timothy Barnes, either in courtroom 744 of the Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street, Chicago, IL 60604 or electronically. **Important: Only parties and their counsel may appear electronically using Zoom for Government. All other persons must appear in person. To appear by video,** use this link: <http://www.zoom.com/>. Then enter the meeting ID and passcode. **To appear by telephone,** call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and passcode (provided below). **Meeting ID and passcode:** The meeting ID for this hearing is 161 329 5276 and the passcode is 433658. The meeting ID and passcode can also be found on the Judge’s page on the Court’s website.

THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR DEBTOR **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. Under the Solicitation Procedures Order, the Court established **February 21, 2024** (the “**Voting Record Date**”) as the date for determining which holders of Claims and Interests are entitled to vote on the Plan.

The Plan Supplement. The Debtor will file the Plan Supplement (as defined in the Plan) on or before **April 4, 2024** 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.

Claims Estimation Motion. Under the Solicitation Procedures Order, the Court established **April 15, 2024** (the “**Rule 3018(a) Motion Deadline**”) as the deadline for filing a motion to request to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a). The deadline to object to such a motion or motions is **April 19, 2024** (the “**Rule 3018(a) Objection Deadline**”).

Voting Deadline and Opt Out Deadline. Under the Solicitation Procedures Order, the Court established **April 18, 2024 at 4:00 p.m. (CT)** as the deadline for: (i) holders entitled to vote on the Plan to submit Ballots to accept or reject Plan (the “**Voting Deadline**”) and (ii) for all

holders, including those entitled to vote and those not entitled to vote on the Plan, to elect to opt out of granting exculpations, injunctions, and third-party releases under the Plan (the “**Opt Out Deadline**”). If you received a Ballot and/or an Opt Out Form and intend to vote on the Plan and/or submit an Opt Out Form, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot or Opt Out Form; and (c) execute and return your completed Ballot or Opt Out Form according to and as set forth in detail in the voting instructions so that it is **actually received** by Stretto, Inc. (the “**Voting Agent**”) on or before the Voting Deadline and the Opt Out Deadline, as applicable. ***A failure to follow such instructions may disqualify your vote and result in your consenting to releases, exculpations, and injunctions under the Plan as set forth below.***

Plan Objection Deadline. Under the Solicitation Procedures Order, the Court established the deadline for filing any objections to confirmation of the Plan as **April 18, 2024 at 4:00 p.m. (CT)** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation 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 Debtor’s Estate; (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 Debtor: (a) Dopkelaw LLC, 1535 W. Schaumburg Road, Suite 204, Schaumburg, Illinois 60194, Attn: Bruce Dopke (Email: bd@dopkelaw.com); and (b) Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois, 60606 Attn: Jeremy R. Johnson (Email: jeremy.johnson@polsinelli.com) and Trinitee G. Green (Email: tggreen@polsinelli.com); (ii) Counsel for the Committee: Crane, Simon, Clar, & Goodman, 139 S. LaSalle Street, #3950, Chicago, Illinois 60603, Attn: Scott Clar (Email: sclar@cranesimon.com) and Karen Goodman (Email: kgoodman@cranesimon.com); and (iii) Counsel for the Office of the United States Trustee: 219 South Dearborn Street, Room 873, Chicago, IL 60604, Attn: Jeffrey L. Gansberg (Email: jeffrey.l.gansberg@usdoj.gov).

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.

TUS, 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 “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS

The Plan contains the following provision(s), which you may elect to opt-out of by timely submitting a completed Opt Out Form (which is being provided to you, separately, in conjunction with this notice)¹:

Section 1.147 Defines “Releasing Party”

“Releasing Party” means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Third Party Releases” provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS

¹ Any description, summary, or statement made in this notice concerning the Plan or the terms thereof is qualified in all respects by reference to the Plan. In the event of any inconsistency between this notice and the Plan, the provisions of the Plan shall govern and control.

TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT,

EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASES ARE: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASING PARTIES; (C) IN THE BEST INTERESTS OF THE DEBTOR, THE ESTATE AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (F) CONSENSUAL; AND (G) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

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, including the Plan and the Disclosure Statement (with all exhibits), the Solicitation Procedures Order, and all other materials included in the Solicitation Package (or paper copies of solicitation materials if you received an electronic version), please feel free to contact the Voting Agent by: (a) calling (855) 886-6266 (toll-free) or (949) 784-0581 (international); (b) writing to FVS Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (c) emailing at TeamFVS@stretto.com with a reference to "FVS" in the subject line. You may also obtain such information for free by visiting the case website at <https://cases.stretto.com/FVS> or for a fee via PACER at <http://www.ilnb.uscourts.gov>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE CONFIRMED PLAN, HAS

**FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASE, FAILED TO VOTE TO
ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

Dated: March [], 2024
Chicago, Illinois

/s/ DRAFT

Trinitee Green (ARDC #6323508)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
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

*Counsel to the Debtor
and Debtor in Possession*

Exhibit 8

(Plan Supplement Notice)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:	§	Chapter 11
	§	
EVANGELICAL RETIREMENT	§	Case No. 23-07541
HOMES OF GREATER CHICAGO,	§	
INCORPORATED d/b/a FRIENDSHIP	§	
VILLAGE OF SCHAUMBURG,	§	
	§	
FEIN: 36-2815382,	§	
	§	
Debtor.	§	Hon. Timothy A. Barnes

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT:

On June 9, 2023 (the “**Petition Date**”), the debtor and debtor in possession (“**Debtor**”) in the above-captioned case (the “**Chapter 11 Case**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). Additional information regarding the Debtor and the Chapter 11 Case, including the Debtor’s business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Case, is set forth in the *Declaration of Mike Flynn, Chief Executive Officer of the Debtor in support of the Debtor’s First Day Pleadings* [Docket No. 16] (the “**First Day Declaration**”).

THE PLAN AND DISCLOSURE STATEMENT

On October 18, 2023, the Debtor filed (i) *Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 277] and (ii) *Disclosure Statement with Respect to Debtor’s Chapter 11 Plan of Liquidation* [Docket No. 278]; on November 14, 2023, the Debtor filed (i) *Debtor’s First Amended Chapter 11 Plan of Liquidation Dated November 14, 2023* [Docket No. 336] and (ii) *First Amended Disclosure Statement with Respect to Debtor’s First Amended Chapter 11 Plan of Liquidation, Dated November 14, 2023* [Docket No. 337]; on January 17, 2024, the Debtor filed (i) *Debtor’s Second Amended Chapter 11 Plan of Liquidation Dated January 17, 2024* [Docket No. 478] and (ii) *Second Amended Disclosure Statement with Respect to the Debtor’s Second Amended Chapter 11 Plan of Liquidation, Dated January 17, 2024* [Docket No. 479]; and on February 16, 2024, the Debtor filed (i) *Debtor’s Third Amended Chapter 11 Plan of Liquidation Dated February 16, 2024* [Docket No. 550] and (ii) *Third Amended Disclosure Statement with Respect to Debtor’s Third Amended Chapter 11 Plan of Liquidation, Dated February 16, 2024* [Docket No. 551].

On February 29, 2024, the Debtor filed (i) *Debtor’s Fourth Amended Chapter 11 Plan of Liquidation Dated February 29, 2024* [Docket No. 570] (together with all the schedules and exhibits thereto, and each as amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Fourth Amended Disclosure Statement with Respect to Debtor’s Fourth Amended Chapter 11*

Plan of Liquidation, Dated February 29, 2024 [Docket No. 571] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

APPROVAL OF DISCLOSURE STATEMENT

On February [●], 2024, the United States Bankruptcy Court for the Northern District of Illinois (the “**Court**”) entered an order (the “**Solicitation Procedures Order**”): (i) approving the Disclosure Statement as containing adequate information within the meaning of Bankruptcy Code section 1125, (ii) establishing the voting record date and other related dates and deadlines in connection with the 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. [●].

As contemplated by the Plan, the Debtor filed the Plan Supplement with the Court on [●], 2024 [Docket No. [●]]. The Plan Supplement contains the following documents: (i) the FSO Settlement and Contribution Agreement; (ii) notice of the selected Unsecured Creditor Trustee; (iii) a list of any particular Retained Causes of Action, if necessary; (iv) a draft of the Unsecured Creditor Trust Agreement; and (v) a draft of the Former Residents Trust Agreement. The Debtor shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement, subject to the terms of the Plan.

PLAN CONFIRMATION HEARING

The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **April 30, 2024 at 9:00 a.m. (CT)** before the Honorable Timothy Barnes, either in courtroom 744 of the Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street, Chicago, IL 60604 or electronically. **Important: Only parties and their counsel may appear electronically using Zoom for Government. All other persons must appear in person. To appear by video**, use this link: <http://www.zoom.com/>. Then enter the meeting ID and passcode. **To appear by telephone**, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and passcode (provided below). **Meeting ID and passcode:** The meeting ID for this hearing is 161 329 5276 and the passcode is 433658. The meeting ID and passcode can also be found on the Judge’s page on the Court’s website.

THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR DEBTOR <u>WITHOUT FURTHER NOTICE</u> 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.

Voting Deadline and Opt Out Deadline. Under the Solicitation Procedures Order, the Court established **April 18, 2024 at 4:00 p.m. (CT)** as the deadline for: (i) holders entitled to vote on the Plan to submit Ballots to accept or reject the Plan (the “**Voting Deadline**”) and (ii) for all holders, including those entitled to vote and those not entitled to vote on the Plan, to elect to opt out of granting exculpations, injunctions, and third-party releases under the Plan (the “**Opt Out Deadline**”). If you received a Ballot and/or an Opt Out Form and intend to vote on the Plan and/or submit an Opt Out Form, you **must**: (a) follow the instructions carefully; (b) complete **all** of the

required information on the Ballot or Opt Out Form; and (c) execute and return your completed Ballot or Opt Out Form according to and as set forth in detail in the voting instructions so that it is **actually received** by Stretto, Inc. (the “**Voting Agent**”) on or before the Voting Deadline and the Opt Out Deadline, as applicable. ***Failure to follow such instructions may disqualify your vote and result in your consenting to releases, exculpations, and injunctions under the Plan as set forth below.***

Plan Objection Deadline. Under the Solicitation Procedures Order, the Court established the deadline for filing any objections to confirmation of the Plan as **April 18, 2024 at 4:00 p.m. (CT)** (the “**Plan Objection Deadline**”). All objections to the relief sought at the Confirmation 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 Debtor’s Estate; (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 Debtor: (a) Dopkelaw LLC, 1535 W. Schaumburg Road, Suite 204, Schaumburg, Illinois 60194, Attn: Bruce Dopke (Email: bd@dopkelaw.com); and (b) Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois, 60606 Attn: Jeremy R. Johnson (Email: jeremy.johnson@polsinelli.com) and Trinitee G. Green (Email: tggreen@polsinelli.com); (ii) Counsel for the Committee: Crane, Simon, Clar, & Goodman, 139 S. LaSalle Street, #3950, Chicago, Illinois 60603, Attn: Scott Clar (Email: sclar@cranesimon.com) and Karen Goodman (Email: kgoodman@cranesimon.com); and (iii) Counsel for the Office of the United States Trustee: 219 South Dearborn Street, Room 873, Chicago, IL 60604, Attn: Jeffrey L. Gansberg (Email: jeffrey.l.gansberg@usdoj.gov).

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 “RELEASES, EXCULPATION, AND INJUNCTION” PROVISIONS

The Plan contains the following provision(s), which you may elect to opt-out of by timely

submitting a completed Opt Out Form (which is being provided to you, separately, in conjunction with this notice)¹:

Section 1.147 Defines “Releasing Party”

“Releasing Party” means each Holder who has not chosen, by marking the appropriate box on the Ballot, to opt out of the “Third Party Releases” provided for in Section 8 of this Plan.

Section 8.2 Injunction

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER BANKRUPTCY CODE SECTIONS 105 OR 362, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE SHALL REMAIN PERMANENTLY IN FULL FORCE AND EFFECT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE OTHERWISE DEEMED TO MODIFY, LIMIT, AMEND OR SUPERSEDE ANY INJUNCTIONS OR STAYS GRANTED IN THE SALE ORDER.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS AGAINST THE DEBTOR OR ITS ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY PROPERTY THAT IS TO BE DISTRIBUTED UNDER THE TERMS OF THE PLAN ON ACCOUNT OF ANY SUCH CLAIMS: (A) COMMENCING OR CONTINUING IN ANY MANNER, OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY OF THE DEBTOR OR ITS ESTATE THAT IS TRANSFERRED TO THE UNSECURED CREDITOR TRUST OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; (D) EXCEPT TO THE EXTENT PERMITTED BY BANKRUPTCY CODE SECTIONS 362(B), 553, 559, 560, OR 561, OR AS OTHERWISE PROVIDED IN THE PLAN OR CONFIRMATION ORDER, ASSERTING A SETOFF RIGHT, SUBROGATION, OR RECOUPMENT OF ANY KIND

¹ Any description, summary, or statement made in this notice concerning the Plan or the terms thereof is qualified in all respects by reference to the Plan. In the event of any inconsistency between this notice and the Plan, the provisions of the Plan shall govern and control.

AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTOR, ITS ESTATE, THE UNSECURED CREDITOR TRUST, THE UNSECURED CREDITOR TRUSTEE, OR ANY OTHER PERSON PURSUANT TO THE PLAN, INCLUDING THE FORMER RESIDENTS TRUST TRUSTEE TO THE EXTENT APPLICABLE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; PROVIDED, HOWEVER, THAT SUCH ENTITIES SHALL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER; PROVIDED, FURTHER, THAT THE FOREGOING SHALL NOT APPLY TO ANY ACTS, OMISSIONS, CLAIMS, CAUSES OF ACTION OR OTHER OBLIGATIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN OR ANY DEFENSES THERETO. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION UNDER THE PLAN, THE DEBTOR SHALL NOT RECEIVE A DISCHARGE AS SET FORTH IN BANKRUPTCY CODE SECTION 1141(D)(3)(A).

Section 8.3 Exculpation

UPON THE EFFECTIVE DATE, THE DEBTOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS AND OTHER PROFESSIONALS 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 COMMISSIONS 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 POSTPETITION ACT OR OMISSION 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 CASE, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT OR ANY OTHER POSTPETITION ACT OR OMISSION TAKEN IN CONTEMPLATION OF THE RESTRUCTURING AND/OR LIQUIDATION OF THE DEBTOR; *PROVIDED, HOWEVER*, 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 WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE FOREGOING PARAGRAPH SHALL APPLY TO ATTORNEYS TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE BAR RULES AND CASE LAW.

Section 8.5 Third Party Releases

EFFECTIVE AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASES (AND EACH ENTITY SO RELEASED SHALL BE DEEMED RELEASED BY THE RELEASING PARTIES) EACH AND ALL OF THE RELEASED PARTIES, AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (OTHER THAN FOR ILLEGAL CONDUCT, GROSS NEGLIGENCE, BAD FAITH, OR FRAUD), INCLUDING WITH RESPECT TO ANY RIGHTS OR CLAIMS THAT COULD HAVE BEEN ASSERTED AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR, OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE OPERATIONS AND MANAGEMENT OF THE DEBTOR'S COMMUNITY, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY DEBT, SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE FINANCING OF THE CHAPTER 11 CASE, THE RESTRUCTURING OR ANY ALLEGED RESTRUCTURING OR LIQUIDATION OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND ANY OTHER AGREEMENTS OR DOCUMENTS EFFECTUATING THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FSO SETTLEMENT AND CONTRIBUTION AGREEMENT TERM SHEET (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), AND ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATING TO THE DEBTOR OR THE ESTATE.

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FOR THE AVOIDANCE OF DOUBT, UNLESS A CREDITOR, INCLUDING FORMER RESIDENTS, OPTS OUT OF GRANTING THE THIRD PARTY RELEASE FOR THE BENEFIT OF RELEASED PARTIES, SUCH CREDITOR, INCLUDING FORMER RESIDENTS, WILL RELEASE AND BE UNABLE TO PURSUE ANY INDIVIDUAL CLAIMS, INCLUDING TORT CLAIMS, SUCH AS PERSONAL INJURY OR WRONGFUL DEATH, AGAINST ONE OR MORE OF THE RELEASED PARTIES.

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[Signature page to follow]

Dated: April 4, 2024
Chicago, Illinois

/s/ DRAFT

Trinitee Green (ARDC #6323508)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
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

*Counsel to the Debtor
and Debtor in Possession*