

**THIS IS AN IMPORTANT LEGAL NOTICE**

**THE MATTERS DISCUSSED HEREIN MAY AFFECT  
SUBSTANTIAL LEGAL RIGHTS THAT YOU MAY HAVE**

***READ THIS NOTICE CAREFULLY***

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON**

Robert T. DeVaney, et al.

Plaintiffs,

v.

Davis Wright Tremaine LLP, a Washington limited  
liability partnership,

Defendant.

Ken and Patricia Houghmaster, et al,

Plaintiffs,

v.

K&L Gates LLP, a Delaware limited liability  
partnership; and Thompson & Knight LLP, a Texas  
limited liability partnership,

Defendants.

Case No. 10-CV-6134-HO

Case No. 10-CV-6321-HO

**These investments are considered to be securities. They were usually in the form of investor noncommercial notes, tenancy-in-common ("TIC") interests, membership interests, preferred membership interests, or limited partnership interests in one or more properties or entities managed by or affiliated with Sunwest Management, Inc.**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS  
MAY BE AFFECTED BY THIS LITIGATION.**

A federal court authorized this notice which is about proposed Settlements of these securities class actions. The Settlements are described in more detail below. This is not a solicitation from a lawyer.

If you invested in securities involving the Sunwest Enterprise on or after January 1, 2002, you may be a member of the Settlement Class covered by the Settlements. The Settlement Class is described in section 5, below. The Settlement Class includes, for example, individuals or entities who made an investment in properties or facilities that were operated or were being developed for senior living facilities. The Settlement Class also includes the Receiver as assignee of the claims or interests of any such individuals or entities. Many of these investments were made through limited liability companies and involved the purchase of tenancy-in-common interests, membership interests, preferred interests, or limited partnership interests in properties or entities that were owned, purchased, operated by, or affiliated with the Sunwest Enterprise or companies it created. Attached as Appendix A to this notice is a list of examples of business entities known to have been part of the Sunwest Enterprise. This list includes many of the entities involved in the Sunwest Enterprise, but may not be complete.

Most members of the Settlement Class qualify for payment from the Settlement Fund as described in detail below. However, some members of the Settlement Class might not qualify for payment if they sustained no loss from their investment, have already been fully compensated for any losses, or have already released any claims against the law firms of Davis Wright Tremaine LLP; Kirkpatrick & Lockhart Preston Gates Ellis LLP, now known as K&L Gates LLP, and successor to Preston Gates & Ellis LLP; and Thompson & Knight LLP.

If you think you may have made an investment that could qualify you for payment as a member of the Settlement Class, you should carefully review this notice as it explains the class action litigation, your potential recovery from the Settlements, and the potential impact of your participation (or decision not to participate) in the Settlements.

**Securities and Time Period:** These proposed Settlements are for the benefit of a group of persons who purchased certain securities on or after January 1, 2002 and suffered a loss relating to the facts alleged in this lawsuit. The group of persons who are included in these proposed Settlements are referred to as the "Class" or "Settlement Class." This notice was sent to YOU because records from the Sunwest Enterprise indicate that YOU may be within the Settlement Class and may be entitled to a payment from the Settlement Fund.

**Settlement Fund:** The total Settlement Fund is \$52,500,000 in cash, which is the sum of the three Settlements with DWT (\$30,000,000), KLG (\$15,000,000), and T&K (\$7,500,000). Your recovery, if any, will depend on the amount of your losses from your investment in the Sunwest Enterprise, whether you have already been compensated for those losses, the number of Class Members that participate in the Settlements, the amount of their investments, and the

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS**

**TO: ALL INDIVIDUALS AND ENTITIES THAT MADE INVESTMENTS IN THE  
"SUNWEST ENTERPRISE" ON OR AFTER JANUARY 1, 2002.**

**The Sunwest Enterprise includes Sunwest Management, Inc., Canyon Creek Development, Inc., Canyon Creek Financial, LLC, and numerous other affiliated, single-purpose entities managed by, or created by entities owned or controlled by Sunwest Management, Inc., Jon M. Harder, and/or Darryl E. Fisher for the purpose of owning and operating senior living facilities and other real estate developments.**

Distribution of Settlement Funds approved by the Court based on considerations described below. However, assuming that all Class Members participate in the Settlements, the estimated average recovery per Class Member will be approximately 11% of each investment in one of the Sunwest Enterprise's properties, before deduction of court-approved fees and expenses.

**The Lawsuits:** The Settlements resolve class action litigation based on the alleged involvement by the law firms of Davis Wright Tremaine LLP (DWT), K&L Gates LLP (KLG) and Thompson & Knight LLP (T&K) in the sale of securities to the Class by the Sunwest Enterprise on or after January 1, 2002. Plaintiffs contend that the selling materials contained misleading statements or failed to disclose information that was required to be disclosed in connection with the sale of securities in the Sunwest Enterprise. DWT, KLG and T&K deny that they made any misrepresentations and dispute the allegations made in this lawsuit.

**Attorneys' Fees and Expenses:** Plaintiffs' Counsel have litigated this action on a contingent basis. They have conducted this litigation and the related actions against DWT, KLG and T&K described above, and advanced the expenses of litigation, with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their expenses from the Settlement Fund. This is customary in this type of litigation. Counsel will apply to the Court for attorneys' fees for counsel involved in this action and the related individual actions and class actions against DWT, KLG and T&K, not to exceed 25% of the \$52.5 million total Settlement amount and reimbursement of out-of-pocket expenses not to exceed .5% of the Settlement Fund (exclusive of ongoing costs from the administration of the Settlements), plus interest, all to be paid from the Settlement Fund. This request is within the range of fees awarded to class counsel in other cases of this type. The Court will review and assess the reasonableness of the request for attorneys' fees and expenses and will make a final determination of the amount of the fees and expenses.

Plaintiffs' Counsel will file their attorney fee applications on or before December 21, 2010. You can obtain a copy of the attorney fee applications by contacting the Claims Administrator by phone at 866-674-6791, or by visiting <http://www.grassmueckgroup.com/sunwest.php>. Fee applications may also be obtained by accessing the Court's docket.

**Deadlines:**

Request Exclusion: January 5, 2011

File Objection: January 7, 2011

File Objection to Plaintiffs' Counsel's Attorney Fees Applications: January 18, 2011

Court Hearing on Fairness of Settlements: **February 4, 2011, 10:00 a.m PST**  
Wayne L Morse Courthouse,  
405 East Eighth Ave. Eugene, OR 97401

**Contacts For More Information:**

**Claims Administrator / Receiver:**

Michael Grassmueck, Esq.  
The Grassmueck Group  
Portland, OR 97208  
Telephone: 866-674-6791  
Facsimile: 503-294-7961  
Email: [sunwestclaims@grassmueckgroup.com](mailto:sunwestclaims@grassmueckgroup.com)  
Website: <http://www.grassmueckgroup.com/sunwest.php>

**Class Counsel:**

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Washington, DC 20005  
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Fax: (202) 408-4699

**Your legal rights are affected whether you act or do not act. Read this notice carefully.**

**Statement of Recovery**

Plaintiffs estimate that there are more than 1000 individuals or entities that invested in the Sunwest Enterprise. Plaintiffs further estimate that the average recovery per investor will be approximately 11% of the amount of the cash investment for each claimant who lost money as a result of an investment in any of the Sunwest Enterprise's properties or entities, before deduction of court-approved fees and expenses. The actual recovery will depend on: (1) the number of Class Members that participate in the Settlements; (2) administrative costs, including the costs of notice; (3) the amount of attorneys' fees, costs, and expenses determined by the Court to be reasonable; (4) the amount, if any, that will be withheld to pay the claims of investors who exclude themselves from the Settlements; (5) the amount allocated by the Court to resolve the Receivership's claims against DWT, KLG and T&K; and (6) the allocation formula approved by the Court pursuant to the Amended Distribution Plan. See the Plan of Allocation on page 9.

**The Circumstances of the Settlements**

Several lawsuits on behalf of investors were filed against DWT, KLG and T&K in state courts in 2008 and 2009. The Securities and Exchange Commission filed a related action in federal court in 2009 (the "*SEC v. Sunwest Management, Inc.*" case) against certain of the sellers of securities in the Sunwest Enterprise and the Court appointed a Receiver in that action. The Receiver subsequently filed lawsuits against DWT, KLG and T&K alleging various legal claims on behalf of the Receivership against DWT, KLG and T&K.

At the direction of the Court, the parties that had brought cases against DWT, KLG and T&K participated in mediations to determine if the claims could be resolved. Counsel for the investors that participated in the mediations included the law firms of Esler Stephens & Buckley; Cohen Milstein Sellers & Toll, PLLC; Grenley, Rotenberg, Evans, Bragg and Bodie, PC; and the

Law Office of Paul R.J. Connolly. All counsel agreed that the Settlements described in this notice are a fair and reasonable resolution of the claims against DWT, KLG and T&K.

The two Class Actions referenced at the top of this notice were filed in the United States District Court for the District of Oregon in 2010 to effectuate the Settlement Agreements. The Court will review the Settlements and determine whether they are a fair and reasonable resolution of the claims against DWT, KLG and T&K. The Settlements also resolve the Receiver's claims against DWT, KLG and T&K and the fairness and reasonableness of that resolution will also be reviewed and decided by the United States District Court.

The principal reasons for Plaintiffs' agreement to the Settlements are that the Settlements provide a significant financial benefit to the Class members, avoid the significant delay that would be involved if the lawsuits proceeded to trial and potential appeals of the result at trial, and provide a certain recovery for the Class. Plaintiffs believe that the amount of the Settlements is fair and reasonable given the possibility that Plaintiffs might not be able to make a greater recovery after trial of one or more of the pending cases because of the cost of the litigation and the ability of Settling Defendant to pay any judgment, and because of the inherent risks and uncertainties presented by any trial of this complexity.

**YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS**

**OPTION 1: DO NOTHING** - The Claims Administrator will decide the amount of compensation you are entitled to under these Settlements in accordance with the terms of the Distribution Plan and subject to final review by the Court. After the Claims Administrator has calculated this amount, it will send you a Release and Assignment Form. Nevertheless, you MUST sign the Release and Assignment Form in order to receive a payment.

**OPTION 2: EXCLUDE YOURSELF** - You will receive no payment. This is the only option that would allow you to bring a separate lawsuit against DWT, KLG, T&K or the Released Parties concerning the legal claims being released in these cases. If you exclude yourself and bring a separate lawsuit, you should be aware of the following: First, as part of the Settlements, the Receiver in the *SEC v. Sunwest Management, Inc.* case will request a Final Claim Bar Order barring or enjoining any nonsettling investors from asserting claims against DWT, KLG or T&K. In a separate action that you may bring, DWT, KLG, T&K or the Receiver may contend that this precludes any recovery against DWT, KLG or T&K. Second, the Distribution Plan approved by the Court in the Receivership case, provides that any investor who files a claim in the Receivership and receives a distribution may be deemed to have assigned all of its Third Party claims to the Receiver, including the claims being settled here. This may be asserted as a defense in any separate action against DWT, KLG or T&K. Third, some individual groups of investors may have separately entered into settlements with Sunwest Enterprise entities and/or the Receiver and have already released DWT, KLG or T&K, and this might be raised as a defense by the law firms. Finally, if a separate action against DWT, KLG or T&K were successful, the Receiver may seek to reduce the amounts you are otherwise entitled to receive under the Distribution Plan approved by the Court in *SEC v. Sunwest Management, Inc.* by all or some of the amount recovered in any separate action against DWT, KLG or T&K. This is also described in the discussion of EXCLUDING YOURSELF FROM THE SETTLEMENTS at page 14 of this notice.

**OPTION 3: OBJECT TO THESE SETTLEMENTS** - You may write to the Court if you do not like these Settlements, the Plan of Allocation, or the request for attorneys' fees and expenses. If you object, you may nevertheless receive a payment if you qualify for one.

**OPTION 4: GO TO A HEARING** - You may ask to speak in Court about the fairness of the Settlements. If you speak to the Court, you may nevertheless submit a claim form.

- These rights and options - *and the deadlines to exercise them* - are explained in this notice.
- The Court in charge of this case must decide whether to approve the Settlements. Payments will be made if the Court approves the Settlements and, if there are any appeals, after they are resolved. Claims processing takes a considerable amount of time. Please be patient.

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**BASIC INFORMATION**

**1. Why did I receive this notice package?**

If you received this notice it is because the records of Sunwest Management, Inc. show that you, or someone in your family, may have purchased securities involving the Sunwest Enterprise after January 1, 2002, and may fall within the definition of the Plaintiff Class described in this notice in section 5 below.

If the description of the Settlement Class applies to you, you have a right to know about the proposed settlements of these class action lawsuits, and about all of your options, before the Court decides whether to approve the Settlements and Plan of Allocation. If the Court approves them, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlements allow.

This notice explains the lawsuits, the Settlements, the Plan of Allocation, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

**2. What are these lawsuits about?**

DWT, KLG and T&K are law firms that provided legal services to entities within the Sunwest Enterprise in connection with sales of investment securities. The Class Action Complaints (the "Complaints") allege that DWT, KLG and T&K participated in and materially assisted the sale of securities by the Sunwest Enterprise. The Complaints also allege that misrepresentations and omissions were made in connection with the sale of these securities and that investors suffered damages as a result. The Complaints allege that these actions violated Oregon securities laws. DWT, KLG and T&K deny that they have engaged in any wrongdoing in connection with the sale of these securities and deny that any of their actions violated Oregon securities laws.

**3. Why are these actions class actions?**

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as a "Class" or "Settlement Class" (or individually as "Class Members"). One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlements. U.S. District Court Judge Michael R. Hogan of the United States District Court for the District of Oregon is in charge of this class action. One case is known as *Robert T. DeVaney, et al. v. Davis Wright Tremaine, LLP* and has been assigned case number 10-CV-6134-HO. The other case is known as *Houghmaster et al. v. K&L Gates LLP and Thompson & Knight LLP* and has been assigned case number 10-CV-6321-HO.

**4. Why are there settlements?**

The Court did not decide in favor of the Plaintiffs or DWT, KLG, and T&K. Instead, all parties agreed to settle. That way, they avoid the cost, delay, and risks of further litigation and trial. As explained above, the Plaintiffs and their attorneys think the Settlements are best for all Class Members.

**WHO IS IN THE SETTLEMENTS?**

**5. How do I know if I am part of the Settlements?**

The Settlement Class includes: (a) all individuals and entities that purchased investments in the Sunwest Enterprise on or after January 1, 2002, including those who did so in transactions where offering materials were prepared or reviewed by DWT, T&K, or KLG; and (b) the Receiver as assignee of the claims or interests of any such individuals or entities. The investments were in the form of investor noncommercial unsecured notes, tenancy-in-common ("TIC") interests, membership interests, preferred membership interests, or limited partnership interests in one or more properties or entities managed by or affiliated with Sunwest Management, Inc. The Sunwest Enterprise included Sunwest Management, Inc., Canyon Creek Development, Inc., Canyon Creek Financial, LLC, and numerous other affiliated, single-purpose entities that were created by entities owned or controlled by Sunwest Management, Inc., Jon M. Harder, and/or Darryl E. Fisher for the purpose of owning and operating senior living facilities and other real estate developments. Attached as Appendix A to this notice is a list of examples of business entities known to have been part of the Sunwest Enterprise. This list includes many of the entities involved in the Sunwest Enterprise, but may not be complete.

Some members of the Settlement Class might not qualify for payment if they sustained no loss from their investment, have already been fully compensated for any losses, or have already released any claims against the law firms of Davis Wright Tremaine LLP; Kirkpatrick & Lockhart Preston Gates Ellis LLP, now known as K&L Gates LLP, and successor to Preston Gates & Ellis LLP; and Thompson & Knight LLP. The Claims Administrator already has information that he will use to determine if you are entitled to receive money from these Settlements. If you are entitled to be considered for payment, the Claims Administrator will send you a Release and Assignment Form to sign and return.

**6. What if I already signed the addendum to the Settlement Agreements?**

Many Class Members are represented by the law firms that negotiated these Settlements and have already signed an addendum to one or more the Settlement Agreements that are being implemented here. Even if you signed the Settlement Agreements, you must sign a Release and Assignment Form to receive a payment from the Settlements.

**7. I am still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Michael Grassmueck, by phone at 866-674-6791, by facsimile at 503-294-7961, or visit the settlement website at <http://www.grassmueckgroup.com/sunwest.php>.

**THE SETTLEMENT BENEFITS - WHAT YOU RECEIVE**

**8. What do the Settlements provide?**

Defendants have agreed to pay a total of \$52.5 million cash to resolve the litigation. Of this amount, the Receiver may request no more than \$5 million to resolve claims brought on behalf of the Receivership (the Court will determine the exact amount that should be paid to the Receivership). DWT, KLG and T&K may also withhold funds if necessary to pay claims brought by Class Members who exclude themselves from the Settlements. The funds that each firm withholds to pay such claims may not exceed \$3 million for each firm and any settlement of such claims will require approval by the Court. (The fact that a set aside has been established for excluded claims is not an indication that any investors who exclude themselves will receive any recovery. See the discussion of "YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS" above regarding the claims bar order, the assignment provisions in the Amended Plan, and other issues that may be raised if an individual or entity is excluded from the Settlements).

The balance of the Settlement Fund, after payment of attorney fees and expenses in an amount determined by the Court to be reasonable, and the costs of claims administration, including the costs of printing and mailing this notice, will be distributed among all Class Members who submit valid claims as described below.

**PLAN OF ALLOCATION OF SETTLEMENT FUND  
AMONG SETTLEMENT CLASS MEMBERS**

**9. How much will my payment be?**

If you are entitled to a payment, your share of the Settlement Fund will depend on several factors, including (1) the number of Class Members that participate in the Settlements; (2) administrative costs, including the costs of notice; (3) the amount awarded by the Court for attorneys' fees, costs, and expenses; (4) the amount, if any, that will be withheld to pay the claims of investors who exclude themselves from the Settlements; (5) the amount allocated to the Court for the Receiver's claims; and (6) the allocation formula approved by the Court. The Claims Administrator will distribute the Settlement Fund according to the Plan of Allocation after the deadline for submission of Claims Forms has passed.

The Claims Administrator will determine each Class Member's pro rata share of the Settlement Fund based upon each Class Member's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Class Members pursuant to the Settlements. The Recognized Loss formula is the basis upon which the portion of the Settlement Fund paid to the Plaintiff Class will be proportionately allocated to the Class Members with valid claims. This computation is only a method to weigh Class Members' claims against one another. Each valid claim will receive a pro rata share of the Settlement Funds distributed to the Plaintiff Class based on his, her, or its Recognized Loss using the method described in the Plan of Allocation below and subject to the final approval of the Court.

DWT, KLG and T&K may withhold funds from the Settlement Fund to pay the claims of investors who choose to exclude themselves from the Class. The amount each law firm is permitted to withhold for all such claims may not exceed \$3 million and any settlement of those claims will require approval by the Court. Unused portions of the withheld amount will be returned for subsequent distribution to the Class Members.

**PLAN OF ALLOCATION**

The Court in *SEC v. Sunwest Management, Inc.* has approved an Amended Distribution Plan which will govern the distribution of the Settlements. The Amended Distribution Plan can be accessed at the Receiver's website. The Amended Distribution Plan establishes a Litigation Trust, which will hold the Settlement Fund, and from which various claimants, including Class Members, will be paid. Except as otherwise ordered by the Court, money distributable under the terms of the Litigation Trust will be distributed as follows (after withholding of certain funds by DWT, KLG and T&K as described above). First, the Receiver's claims for disgorgement of ill gotten gains, avoidance action recoveries/settlement, and other Receiver and receivership entity recoveries/settlements (e.g., for breach of fiduciary duty, malpractice, conflicts, lender liability, etc.) will be shared pro rata by all Sunwest Enterprise claimants including investors and unsecured creditors, and including Class Members who have also filed a claim in the Receivership case. The Receiver has agreed that it will not request more than \$5 million from the Settlements for these purposes. The actual amount allocated for this recovery shall be determined by the Court.

Second, recoveries/settlements premised on injuries to the Settlement Class will be shared pro rata in proportion to their investments and losses through distributions to the Settlement Class from the Litigation Trust. The amount of the Settlement Fund distributed to Class Members (after deduction of reasonable attorneys' fees and expenses) who are eligible to receive a payment ("Authorized Claimants") will be determined by the Claims Administrator in accordance with the terms of the Distribution Plan. The Claims Administrator will use data currently in its possession, as well as any information submitted by Class Members as set forth below in question 11, to determine whether Class Members are eligible to receive a payment and, if so, the amount of that payment, subject to final approval by the Court.

The Claims Administrator will calculate each Authorized Claimant's Recognized Loss in accordance with the terms of the Distribution Plan. Because the amount in the Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, each Authorized Claimant may be paid the percentage of the Settlement Fund that each

Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants, *i.e.*, the Class Member's pro rata share of the Settlement Fund.

To the extent an individual or entity sustained no losses from his, her, or its investment in the Sunwest Enterprise, has already been fully compensated for his, her or its losses, or has settled with the Sunwest Enterprise or the Receiver on some independent basis apart from these Settlement Agreements with DWT, KLG and T&K and released any claims against DWT, KLG or T&K then that investor's claim will likely be denied by the Claims Administrator.

For purposes of determining a claim, each separate investment may be treated separately and recoveries on one Sunwest Enterprise investment will not be offset against losses on another investment.

Payments pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Claimants. No person shall have any claim against Lead Plaintiffs, Class Counsel, or the Claims Administrator or other agent designated by Class Counsel based on the distributions made or not made. Each investor who does not exclude himself or herself from the Settlements shall be deemed to have submitted to the jurisdiction of the United States District Court for the District of Oregon with respect to his, her, or its Claim. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the Claims submitted in connection with the Settlements, or otherwise involved in the administration or taxation of the Settlement Fund (the "Released Claims Processing Persons") shall be released and discharged from any and all claims arising out of such involvement, and all persons who file a claim, whether or not they are to receive payment from the Settlement Fund, will be barred from making any further claim against the Settlement Fund or the Released Claims Processing Persons beyond the amount allocated to them as provided in any distribution orders entered by the Court.

#### **Acquisition by Gift, Devise, Inheritance, or Operation of Law**

If an Authorized Claimant acquired a Sunwest security by way of gift, devise, inheritance, or operation of law, the Authorized Claimant's claim will be computed by using the date of the original purchase and not the date of transfer. In no event may both the original purchaser and the later recipient recover payments under the Settlements for claims based on the same security.

#### **Redistribution**

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlements. All checks shall become stale 90 days from the date of issuance, at which time all funds remaining for such stale checks shall be irrevocably forfeited with such funds made available to be redistributed. If, six months after such distribution, any funds remain in the Net Settlement Fund by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Settlement Fund cash their distributions, a further distribution of the Net Settlement Fund shall be made. After payment of any unpaid costs or fees incurred or to be incurred in connection with administering the Settlement Fund, all funds from undeliverable, uncashed, or returned checks shall be paid to Authorized Claimants who cashed their distribution checks and who would receive at least an amount established by Class Counsel to address cost benefit issues, with additional redistributions thereafter in six-month intervals until Class Counsel determines that

further redistribution is not cost-effective. At such time Class Counsel determines that further redistribution is not cost-effective, the balance of the Settlement Fund, after payment of any unpaid costs or fees incurred in connection with administering the Settlement Fund, shall be donated to non-sectarian, not-for-profit, 501(c)(3) organization(s) recommended by Class Counsel and approved by the Court.

#### **WHEN THE SETTLEMENTS BECOME FINAL**

##### **10. How do the Settlements become final?**

The Settlements will not become final until the Court has reviewed them and determined that they are fair and reasonable (and appeals of that determination, if any, have been finally resolved).

The Settlement Agreements provide that final approval of the Settlements also requires certification by DWT, KLG and T&K, in each firm's sole discretion in accordance with Oregon law, that the Settlements have been fully performed to the satisfaction of DWT, KLG and T&K and that the Settlements have resulted or will result in global resolution of all claims, including claims of governmental entities, against DWT, KLG or T&K arising from or relating to the legal services that DWT, KLG or T&K provided and any other conduct of DWT, KLG or T&K in connection with the Sunwest Enterprise.

If the Settlements are terminated or fail to become effective for any reason, the investors, DWT, KLG and T&K will be deemed to have preserved their respective litigation positions as of January 1, 2010 in the case of DWT and September 22, 2010 in the case of KLG and T&K, including tolling agreements then in effect, and shall proceed in all respects as if these Settlements and any related orders had not been entered. The Complaint filed in this case for settlement purposes will be dismissed without prejudice, and investors who have already filed state actions against DWT, KLG and T&K (or subsequently file such actions), will proceed with those actions.

#### **HOW YOU RECEIVE A PAYMENT**

##### **11. How will I receive a payment?**

To qualify for payment, you must be an eligible Class Member and you must submit a signed Release and Assignment Form after receiving it from the Claims Administrator. By signing the Release and Assignment Form, you agree to release all claims you hold against DWT, KLG or T&K and the other Released Parties (defined below) and further agree that such claims are assigned to the court-appointed Receiver in the *SEC v. Sunwest Management, Inc.* case.

If you are eligible to receive a payment, the Claims Administrator will send you a Release and Assignment Form. The Claims Administrator will calculate your payment using data currently in its possession. **If you wish to submit additional information regarding your investment or losses, you may do so by sending information to the following address postmarked no later than December 28, 2010:**

Sunwest Class Action Litigation  
c/o The Grassmuck Group  
P.O. Box 3649  
Portland, OR 97208-5248

Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

**12. When will I receive my payment?**

The Court will hold a hearing on February 4, 2011 at 10:00 a.m., to decide whether to approve the Settlements. If the Court approves the Settlements, there may be appeals. It is always uncertain when appeals, if any, will be resolved, but they can take time, perhaps several years. In addition, the Claims Administrator must process all of the claims. The processing is complicated and will take months. Please be patient.

**13. What am I giving up by staying in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Released Persons or their Related Parties (defined below) about the claims being released in these Settlements. Staying in the class also means that all of the Court's orders will apply to you and legally bind you, and you will release your claims against the Released Persons and their Related Parties.

Pursuant to the proposed Settlement, Lead Plaintiffs and other members of the Class who do not exclude themselves will release and forever discharge, and will forever be enjoined from prosecuting, the Released Claims (defined below) against the Released Parties (defined below).

"Released Persons" means DWT, KLG and T&K and their respective Related Parties.

"Related Parties" means DWT, KLG and T&K, their respective past or present partners, subsidiaries, parents, officers and directors, shareholders, agents, employees, attorneys, insurers, auditors, spouses and the respective legal representatives, heirs, predecessors and successors in interest of DWT, KLG or T&K, Timothy Dozois, R. Gibson Masters, and Kevin Thomason.

The proposed Settlements will release all Class Members' Released Claims against the Released Persons and their Related Parties.

"Released Claims" means any and all claims and liability whatsoever, whether known, unknown, or undiscovered, arising from or relating to the legal services that DWT, KLG, T&K or any of their members, partners, employees or agents provided and any other conduct of DWT, KLG or T&K in connection with the Sunwest Enterprise or in connection with any officer, director, manager, or member of any affiliate of the Sunwest Enterprise. This includes all claims, transactions, and occurrences that were alleged or could have been alleged by the Receiver and the Class Members in the litigation that is the subject of the Settlements. The released claims do not include claims against other professionals, persons, or entities not described above who may have also participated in or materially aided the sale of Sunwest Enterprise securities.

"Unknown Claims" means any and all Released Claims which Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlements. With respect to any and all Released Claims and Settled Defendants' Claims, the Parties stipulate and agree that upon the Effective Date, the Plaintiffs and Defendants shall expressly waive, and each Class Member and Released Person shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all defenses, provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

If the Settlements become final, DWT, KLG and T&K will release and forever discharge Lead Plaintiffs and the Class Members from any and all claims and liability whatsoever, whether known, unknown, or undiscovered, arising from or relating to the legal services that DWT, KLG and T&K provided and any other conduct of DWT, KLG or T&K in connection with the Sunwest Enterprise or in connection with any officer, director, manager, or member of an affiliate of the Sunwest Enterprise. This includes all claims, transactions, and occurrences that were alleged or could have been alleged by DWT, KLG or T&K in the litigation that is the subject of these Settlements.

If the proposed Settlements are approved by the Court and become final, all Released Claims will be dismissed on the merits and with prejudice as to all Class Members who do not exclude themselves from the Class.

**EXCLUDING YOURSELF FROM THE SETTLEMENTS**

If you do not want a payment from these Settlements, and you want to keep the right to sue or continue to sue DWT, KLG or T&K on your own about the same claims being released in these Settlements, then you must take steps to exclude yourself from the Settlements.

If you exclude yourself and choose to pursue a separate action against DWT, KLG or T&K, there are several issues you should be aware of. First, pursuant to the terms of the Settlements, the Receiver intends to seek entry of a Final Claim Bar Order from the federal court. The Final Claim Bar Order, if granted, could bar or enjoin investors and other persons from asserting claims against DWT, KLG or T&K arising from or relating to the legal services DWT, KLG and T&K provided and any other conduct of DWT, KLG or T&K in connection with the Sunwest Enterprise. This means that, if you choose to exclude yourself from the Class, and if the federal court enters a Final Claim Bar Order, you would not be able to recover against DWT, KLG or T&K unless you successfully challenge the Final Claim Bar Order. Second, the Amended Plan provides that all third party claims, including claims against DWT, KLG and T&K arising out of the sale of Sunwest Enterprise securities are deemed to have been assigned to the Receiver by persons filing approved claims in the Receivership. If a separate action against

DWT, KLG or T&K is brought, any of the firms may raise this as a defense to any claim against it. Third, prior settlements entered into with investors by the Receiver or the Chief Restructuring Officer (or Sunwest before the Receivership began) contain release or assignment language that may bear on the rights of those investors to pursue claims against DWT, KLG or T&K (and may be raised as a defense by one or more law firms if a separate action is brought). Finally, the Receiver may also take the position that if an individual is excluded from the Settlements, and brings an individual lawsuit against DWT, KLG or T&K, then the amount otherwise paid to that individual under the terms of the Distribution Plan in *SEC v. Sunwest Management, Inc.* will be reduced by all or part of the individual's settlement or recovery in a separate action against DWT, KLG or T&K.

**14. How do I exclude myself from the Settlements?**

To exclude yourself from the Settlements, you must send a letter by mail stating that you want to be excluded from *Robert T. DeVaney, et al. v. Davis Wright Tremaine, LLP*, Case No. 10-CV-6134-HO or *Houghmaster et al. v. K&L Gates LLP and Thompson & Knight LLP*, Case No. 10-CV-6321-HO. You must include your name, address, telephone number, your signature, the amount of your investment in the Sunwest Enterprise, and a specific statement that you want to be excluded from the Settlement Class. Your request for exclusion should be made in both your individual name and in the name of any entity that was formed to hold your investment. If you wish, you may ask to be excluded only for particular investments while remaining a member of the Settlement Class for other investments. Your Request for Exclusion must be sent to:

Sunwest Class Action Litigation  
c/o The Grassmuck Group  
P.O. Box 3649  
Portland, OR 97208-5248

Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

Your Request for exclusion must be postmarked no later than January 5, 2011. You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlements.

In no event shall persons who purport to exclude themselves from the Settlements as a group, aggregate, or class involving more than one claim be considered validly excluded.

**15. How do I include myself in the Class if I have previously requested to be excluded?**

If, in response to this notice you have requested to be excluded from the Class you may withdraw your Request for exclusion by sending a letter instructing the Claims Administrator to withdraw your Request for exclusion. Your letter should be mailed to:

Sunwest Class Action Litigation  
c/o The Grassmuck Group  
P.O. Box 3649  
Portland, OR 97208-5248

Your letter must be postmarked no later than January 5, 2011.

**16. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue DWT, KLG or T&K, or the Released Parties for the claims being released by these Settlements. If you have a pending lawsuit relating to the claims being released by these Settlements, speak to your lawyer in that case immediately and give him/her this packet.

**17. If I exclude myself, can I receive a payment from these Settlements?**

No. If you exclude yourself, you cannot receive a payment from these Settlements.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The Court appointed the law firms of Esler Stephens & Buckley and Cohen Milstein Sellers & Toll, P.L.L.C as Class Counsel to represent you and the other Class Members. Other counsel are also assisting with this matter as appropriate. You will not be individually charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Counsel will request that the Court approve payment of attorneys' fees not to exceed 25% of the Settlement Fund and for reimbursement of their out-of-pocket expenses up to 0.5%, which they paid or are payable in this litigation, plus interest on these amounts at the same rate as earned by the Settlement Fund. These funds will be used to pay Class Counsel and other counsel involved in the actions against DWT, KLG and T&K described above in an amount determined by the Court to be reasonable. The amounts approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any fees or expenses of Plaintiff's Counsel.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving these Settlements and for their risk in undertaking this representation on a wholly contingent basis. To date, Class Counsel has not been paid for their services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for their substantial out-of-pocket expenses. The fees requested will compensate counsel involved in this case and the related State actions for their work in litigating the claims against DWT, KLG and T&K and reaching the Settlements. The request is within the range of fees awarded to counsel in other cases of this type. The Court will, however, review this request and determine the reasonable amount of attorneys' fees and expenses, and may award less than the requested amount.

The deadline for Plaintiff Counsel's attorney fee applications is December 21, 2010. You can obtain a copy of the fee applications by contacting the Claims Administrator by phone at

866-674-6791, or by visiting <http://www.grassmueckgroup.com/sunwest.php>. Fee applications may also be obtained by accessing the Court's docket.

### OBJECTING TO THE SETTLEMENTS

You can tell the Court that you do not agree with the Settlements or some part of them.

#### 20. How do I tell the Court that I do not like the Settlements?

If you are a Class Member, you can object to the Settlements if you do not like any part of them. You may also object to all or part of Plaintiff Counsel's attorney fee applications. To object, you must send a letter saying that you object to the Settlements in *Robert T. DeVaney, et al. v. Davis Wright Tremaine, LLP*, Case No. 10-CV-6134-HO or *Houghmaster et al. v. K&L Gates LLP and Thompson & Knight LLP*, Case No. 10-CV-6321-HO. Be sure to include your name, address, telephone number, your signature, the reasons you object to the Settlements, all papers that you desire to submit to the Court at the Fairness Hearing, and whether you intend to appear at the Fairness Hearing. Any objection to the Settlements must be postmarked no later than January 7, 2011. Any objection to Plaintiff Counsel's attorney fee applications must be postmarked no later than January 18, 2011.

#### *The Court:*

Clerk of the Court  
United States District Court, District of Oregon  
Wayne L Morse Courthouse  
405 East Eighth Ave.  
Eugene, OR 97401

#### *Plaintiffs' Class Counsel:*

Michael J. Esler  
Esler Stephens & Buckley  
700 Pioneer Tower  
888 SW 5th Avenue  
Portland, OR 97204

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Cohen Milstein Sellers & Toll PLLC  
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Allen Matkins  
3 Embarcadero Center, 12th Floor  
San Francisco, California 94111

#### *Counsel for Defendants:*

Joseph C. Arellano  
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1211 SW Fifth Avenue, Suite 2850  
Portland, Oregon 97204-3733

Barnes H. Ellis  
Stoel Rives LLP  
900 SW Fifth Ave, Suite 2600  
Portland, OR 97204-1268

William F. Cronin  
Corr Cronin Michelson Baumgardner & Preece LLP  
1001 4th Ave Ste 3900  
Seattle, WA 98154-1051

Objections will only be considered by the Court if they comply with each of these procedures.

#### 21. What is the difference between objecting to the Settlements and excluding myself from the Class?

Objecting is simply telling the Court that you do not like something about the Settlements, the Plan of Allocation, or the application for attorneys' fees and expenses. The Court may consider your objection when deciding whether to approve the Settlements. You can object *only if* you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlements. If you exclude yourself, you have no basis to object.

### THE COURT'S FAIRNESS HEARING

#### 22. When and where will the Court decide whether to approve the Settlements?

The Court will hold a hearing at 10:00 a.m. Pacific Time on February 4, 2011, at the United States District Court for the District of Oregon, Wayne L Morse Courthouse, 405 East Eighth Avenue, Eugene, Oregon 97401-2706. At this hearing the Court will consider whether the Settlements and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have requested in writing by January 7, 2011 to speak at the hearing. The Court may also consider Counsel's application for attorneys' fees and reimbursement of expenses. The Court may reschedule the hearing to a later date without further notice to the Class.

#### 23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

**24. May I speak at the hearing?**

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter or brief (or other written request) stating your intention to appear in *Robert T. DeVaney, et al. v. Davis Wright Tremaine, LLP*, Case No. 10-CV-6134-HO or *Houghmaster et al. v. K&L Gates LLP and Thompson & Knight LLP*, Case No. 10-CV-6321-HO. Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be postmarked no later than January 7, 2011, and be sent to the Clerk of the Court, Class Counsel, and Defendant’s counsel, at the addresses listed in question 20. You cannot speak at the hearing if you exclude yourself from the Settlements.

**OBTAINING MORE INFORMATION**

**25. Are there more details about the Settlements?**

This notice summarizes the proposed Settlements. More details are in the Settlement Agreements dated on or about April 12, 2010 and October 7, 2010. You can obtain a copy of the Settlement Agreements or more information about the Settlements from the Claims Administrator by phone at 866-674-6791, or by visiting <http://www.grassmueckgroup.com/sunwest.php>.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

**SPECIAL NOTICE TO NOMINEES**

If you purchased securities from the Sunwest Enterprise for the beneficial interest of a person or organization other than yourself, the Court has directed that within ten (10) days after you receive this notice, you must either: (1) send a copy of this notice by first class mail to all such persons or entities, or (2) provide a list of the name and addresses of such persons or entities to the Claims Administrator:

Sunwest Class Action Litigation  
c/o The Grassmueck Group  
P.O. Box 3649  
Portland, OR 97208-5248

If you choose to mail the Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. In either case, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: November 8, 2010

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

**APPENDIX A**

The following is a list of examples of business entities known to have been part of the Sunwest Enterprise. This list includes many of the entities involved in the Sunwest Enterprise, but may not be complete:

<b>Legal Entity Name</b>	<b>DBA</b>
Aaron Ridge Apartments, LLC	Unknown
Addie Meedom Cottages, LLC	Unknown
Addie Meedom House, LLC	Addie Meedom House
Albany Senior Living, LLC	Monteith Village SL Community
Albany Specialty Care, LLC	Timberwood Court
Albuquerque Memory Care Community, LLC	Cottages, The
Alpine Springs III, LLC	Alpine Springs - Operator
Alpine Springs, LLC	Alpine Springs - Lessor
Amarillo Assisted Living Limited Partnership	Canyonview Estates
Amarillo GP LLC	Canyonview Estates
Amethyst Arbor Assisted Living & Memory Care, LLC	Amethyst Arbor
Amethyst Inn Property LLC	Inn at The Amethyst
Anderson Senior Living Property, LLC	Legacy of Anderson
Anderson Senior Living, LLC	Legacy of Anderson
Apple Ridge Assisted living, LLC	Apple Ridge
Arbrook Senior Living GP, LLC	Arbrook
Arbrook Senior Living Limited Partnership	Arbrook
Arlington Cooper GP, LLC	Cooper Villa
Arlington Cooper Senior Living Limited Partnership	Cooper Villa
Ashland Senior Living, LLC	Mountain View - Ashland
Aspen Foundation	Forest Glen
Aspen Foundation II	Valley View
Aspen Foundation III	Deer Meadow
Aspen Wind Assisted Living Community, LLC	Aspen Wind
Atwater Senior Living GP, LLC	Presidio Pointe Retirement Community
Atwater Senior Living Limited Partnership	Presidio Pointe Retirement Community
Atwater Senior Living Property GP, LLC	Presidio Pointe Retirement Community
Atwater Senior Living Property Limited Partnership	Presidio Pointe Retirement Community
Autumn Glen Assisted Living Community, LLC	Autumn Glen
Autumn Glen Cottages Property, LLC	Autumn Glen Cottages
Autumn Glen Cottages, LLC	Autumn Glen Cottages
Autumn Park Assisted Living Community,	Autumn Park

LLC

Autumn Park Cottages, LLC  
 Avondale Senior Living, LLC  
 Avondale Senior Living, LLC  
 Baltimore Senior Living, LLC  
 Barger Road Cottages LLC  
 Batavia Senior Living, LLC  
 Bedford Gardens GP LLC  
 Bedford Gardens Limited Partnership  
 Belton Senior Living Operator, LLC  
 Blossom Valley Cottages, LLC  
 Blue Mountain Associates LLC  
 Blue Mountain Associates Property, LLC  
 Blue Mountain Ownership, LLC  
 Bluffs At Northwoods Apartments, LLC  
 Bluffs at Northwoods Property, LLC  
 Boones Ferry Place LLC  
 Braxton Senior Living GP, LLC  
 Braxton Senior Living Limited Partnership  
 Braxton Senior Living Property GP, LLC  
 Braxton Senior Living Property Limited Partnership  
 Briarwood Retirement and Assisted Living Community, LLC  
 Bridgeport Assisted Living, LLC  
 Bridgeport Senior Living, LLC  
 Britt Senior Living, LLC  
 Broken Arrow Senior Living, LLC  
 Brookwood All Ownership, LLC  
 Broomfield Senior Living Property, LLC  
 Broomfield Senior Living, LLC  
 Buford Brookside Senior Living Property, LLC  
 Buford Brookside Senior Living, LLC  
 Buford Retirement Cottages, LLC  
 Buford Senior Living, LLC  
 Bull Springs Holdings, LLC  
 Butte Senior Living Property, LLC  
 Butte Senior Living, LLC  
 Callahan Court Specialty Care, LLC  
 Callahan Retirement Cottages, LLC  
 Callahan Village Assisted Living, LLC  
 Callahan Village II, LLC  
 Cambridge Court Assisted Living Limited

Unknown  
 Avondale  
 Unknown  
 Emerald Estates  
 Alpine Meadow  
 Victorian Manor  
 Eden Estates  
 Eden Estates  
 Carnegie Village  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Braxton  
 Braxton  
 Braxton  
 Braxton  
 Briarwood  
 Maplewood  
 Heritage, The  
 Summit House  
 Cedar Ridge  
 Unknown Mountain Terrace Senior Living  
 Community Mountain Terrace Senior Living  
 Community  
 Brookside  
 Brookside  
 Lake Springs Cottages  
 Lake Springs  
 Unknown  
 Big Sky  
 Big Sky  
 Callahan Court  
 Callahan Retirement Cottages  
 Callahan Village - Property  
 Callahan Village - Operator  
 Cambridge Court - TX

Partnership

Cambridge Court GF, LLC  
 Cambridge Court GP LLC  
 Cambridge Place GF, LLC  
 Camelot GP, LLC  
 Canterbury Gardens Senior Living GP, LLC  
 Canterbury Gardens Senior Living Limited Partnership  
 Canterbury Gardens Senior Living Property GP, LLC  
 Canterbury Gardens Senior Living Property Limited Partnership  
 Canton Senior Living Property, LLC  
 Canton Senior Living, LLC  
 Canyon Creek Asset Management, LLC  
 Canyon Creek Dev Inc  
 Canyon Creek Financial, LLC  
 Canyon Crest Assisted Living & Memory Care, LLC  
 Cape Elizabeth Senior Living Operator, LLC  
 Cape Elizabeth Senior Living Property, LLC  
 Cape Elizabeth Senior Living, LLC  
 Carriage Inn GP LLC  
 Carriage Inn Limited Partnership  
 Cascadia Canyon, LLC  
 CCD Commercial Properties LLC  
 Cedar Park C.P. Property, L.P.  
 Cedar Park CPGP, LLC  
 Centrum Homes, LLC  
 Century Fields Retirement and Assisted Living Community, LLC  
 Century Place, L.L.C.  
 Champlin, LLC  
 Chandler Place Senior Living, LLC  
 Charlotte Oakdale Property, LLC  
 Charlotte Oakdale Senior Living, LLC  
 Charlotte Overlook Apartments, LLC  
 Cherry Oaks Senior Living, LLC  
 Chesterley Meadows Cottages, LLC  
 Cheyenne Senior Living, LLC  
 Cheyenne Senior Living, Property, LLC  
 Chino Hills Senior Living Property, LLC  
 Cambridge Court (Great Falls)  
 Cambridge Court - TX  
 Cambridge Place  
 Canterbury Gardens (formerly Castle at Camelot)  
 Canterbury Gardens  
 Canterbury Gardens  
 Canterbury Gardens  
 Canterbury Gardens  
 Terrace at Riverstone  
 Terrace at Riverstone  
 Unknown  
 Unknown  
 Unknown  
 Canyon Crest  
 Crescent Beach Ret. & AL Community  
 Crescent Beach Ret. & AL Community  
 Crescent Beach Ret. & AL Community  
 Carriage Inn  
 Carriage Inn  
 Unknown  
 Unknown  
 Pointe at Cedar Park  
 Pointe at Cedar Park  
 Unknown  
 Century Fields  
 Unknown  
 Champlin Shores  
 Chandler Place  
 Legacy Heights  
 Legacy Heights  
 Unknown  
 Cherry Oaks  
 Unknown  
 Prairie Ridge Retirement Community  
 Prairie Ridge Retirement Community  
 Chancellor Place (Leased)

Chino Hills Senior Living, LLC  
 Chris Ridge Senior Living, LLC  
 Christiansburg Senior Living, LLC  
 Clark 40, LLC  
 Clatsop Assisted Living LLC  
 Clearlake GP, LLC  
 Clearlake Senior Living Limited Partnership  
 Clearlake Senior Living Property GP, LLC  
 Clearlake Senior Living Property LP  
 Clovis Assisted Living, LLC  
 Clovis Senior Living, LLC  
 Cody Senior Living II Property, LLC  
 Cody Senior Living II, LLC  
 Cody Senior Living, LLC  
 Cold Springs Development I Property, LLC  
 Cold Springs Development I, LLC  
 Cold Springs Development II Property, LLC  
 College Park Associates I, LLC  
 College Park Property, LLC  
 Colonial Gardens, LLC  
 Columbia Senior Living, LLC  
 Commerce Senior Living Property, LLC  
 Commerce Senior Living, LLC  
 Copper Ridge Apartments, LLC  
 Cordova Cottages, LLC  
 Cordova Senior Living, LLC  
 Corinthians Assisted Living & Memory Care, LP  
 Corinthians I Retirement Community, LP  
 Corinthians I, LLC  
 Corinthians II, LLC  
 Cornelius Retirement, L.L.C.  
 Corona Senior Living GP, LLC  
 Corona Senior Living Limited Partnership  
 Corona Senior Living Property Limited Partnership  
 Cottonwood Lodge Retirement, Assisted Living and Memory Care Community, LLC  
 Cougar Springs Assisted Living and Memory Care Community, LLC  
 Country Gardens Assisted Living, LLC  
 Court at Clifton Park LLC  
 Court at Greece, LLC  
 Court at Orchard Park LLC  
 Court at Round Rock LP  
 Crystal Terrace Retirement Community, LLC

Chancellor Place (Leased)  
 Chris Ridge  
 English Meadows  
 Unknown  
 Neawanna by the Sea  
 Rosemont at Clearlake  
 Rosemont at Clearlake  
 Rosemont at Clearlake  
 Rosemont at Clearlake  
 Rosemont at Clearlake  
 Wheatfields  
 Unknown  
 Unknown  
 Unknown  
 Absaroka  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Colonial Gardens, LLC  
 Richland Pines  
 Peachtree Village - GA  
 Peachtree Village - GA  
 Copper Ridge Apts  
 Cordova Estates Cottages  
 Cordova Estates  
 Corinthians Assisted Living  
 Corinthians Retirement  
 Unknown  
 Corinthians Assisted Living  
 Junction City  
 Crown Pointe  
 Crown Pointe  
 Crown Pointe  
 Cottonwood Lodge  
 Cougar Springs  
 Country Gardens  
 Beacon Pointe (Leased)  
 Crimson Ridge Gardens (Leased)  
 Quaker's Landing (Leased)  
 Court at Round Rock  
 Crystal Terrace

CT Acres, LLC  
 CU 1, LLC  
 CU 14, LLC  
 CU 15, LLC (CU 15 also w Cape Elizabeth)  
 CU 16, LLC  
 CU 17, LLC  
 CU 18, LLC  
 CU 19, LLC  
 CU 2, LLC  
 CU 20, LLC  
 CU 21, LLC  
 CU 23, LLC  
 CU 24, LLC  
 CU 25, LLC  
 CU 26, LLC  
 CU 27, LLC  
 CU 28, LLC  
 CU 29, LLC  
 CU 31, LLC  
 CU 32, LLC  
 CU 33, LLC  
 CU 34, LLC  
 CU 35, LLC  
 CU 36, LLC  
 CU 38, LLC  
 CU 40, LLC  
 CU 41, LLC  
 CU 42, LLC  
 CU 43, LLC  
 CU 44, LLC  
 CU 45, LLC  
 CU 48, LLC  
 CU 49, LLC  
 CU 51, LLC  
 CU 54, LLC  
 CU 55, LLC  
 CU 7, LLC  
 CU 8, LLC  
 CU Braxton, LLC  
 CU BUFORD, LLC  
 CU Canton, LLC  
 CU Eugene, LLC  
 CU Global, LLC  
 CU Gresham Chestnut, LLC

Unknown  
 Legacy of Anderson  
 Park Avenue Estates  
 Heritage Place  
 Village of the Falls  
 Crescent Beach Ret. & AL Community  
 Necanicum Village  
 Manchester House  
 Terrace, The  
 Unknown  
 Rosemont at Clearlake  
 Unknown  
 Buckingham Estates  
 Legacy of Dallas  
 Flint River Viewpoint On Queen Anne Senior Living Community  
 Plaza on the River  
 Glendale Place  
 Carnegie Village  
 Riverchase Village  
 Big Sky  
 Aberdeen Heights  
 Englewood Heights  
 Oak Tree Village  
 Unknown  
 Heartland Park  
 Unknown  
 Oaks, The  
 Willow Ridge  
 Victory Hills  
 Peachtree Village - GA  
 Golden Eagle Plaza  
 White Cliffs Senior Living Community  
 Mountain Terrace Senior Living Community  
 Crown Pointe  
 Wyndmoor, The  
 Unknown  
 Unknown  
 Braxton  
 Brookside  
 Terrace at Riverstone Drakes Landing Senior Living Community  
 NEW  
 Chestnut Lane

CU Mobile Gordon Oaks, LLC  
 CU Nanaimo, LLC  
 CU Paducah, LLC  
 CU Roanoke, LLC  
 CU Sheridan, LLC  
 CU Sioux City, LLC  
 CU SR 1, LLC  
  
 CU West Salem, LLC  
 CU Woodstock, LLC  
 CV Senior Living, LLC  
 Deer Meadows LLC  
 Desert Amethyst Property LLC  
 Desert Amethyst Retirement, LLC  
 Desert Springs Land, LLC  
 Desert Springs Senior Living, LLC  
 Dorchester House Retirement Residence LLC  
 Eagle Care, LLC  
 Eagle Cove Senior Living, LLC  
 Eagle Meadows Assisted Living Community, LLC  
 Eagle Springs Specialized Care, LLC  
 Edgewood Vista Management, Inc.  
 Eldorado Heights Assisted Living Community, LLC  
 Eldorado Heights Investments, LLC  
 Ellensburg Care, LLC  
 Emerald Pointe AL & MC, LLC  
 Emerald Springs Assisted Living, LLC  
 Emerald Springs Property, LLC  
 Emerald Square Assisted Living, LLC  
 Encore Indemnity Management, LLC  
 ES 1, LLC  
 ES 14, LLC  
 ES 15, LLC (ES 15 also w Cape Elizabeth)  
 ES 16, LLC  
 ES 17, LLC  
 ES 18, LLC  
 ES 19, LLC  
 ES 2, LLC  
 ES 21, LLC  
 ES 23, LLC  
 ES 25, LLC  
 ES 26, LLC  
 ES 27, LLC  
 ES 29, LLC

Gordon Oaks  
 Cedar Ridge  
 Culpepper Place  
 Pheasant Ridge Retirement  
 Sugarland Ridge  
 Northpark Place  
 Unknown  
 Cottonwood Lodge Senior Living Community  
 Terrace at Woodstock  
 Pacific Pointe  
 Deer Meadow  
 Amethyst Gardens  
 Amethyst Gardens-Operator  
 Desert Springs  
 Desert Springs  
 Dorchester House  
 Unknown  
 Eagle Cove  
 Eagle Meadows  
  
 Eagle Springs  
 Unknown  
 Eldorado Heights  
  
 Unknown  
 Dry Creek  
 Emerald Pointe  
 Emerald Springs  
 Unknown  
 Emerald Square  
 Unknown  
 Legacy of Anderson  
 Park Avenue Estates  
 Heritage Place  
 Village of the Falls  
 Crescent Beach Ret. & AL Community  
 Necanicum Village  
 Manchester House  
 Terrace, The  
 Rosemont at Clearlake  
 Unknown  
 Legacy of Dallas  
 Flint River Viewpoint On Queen Anne Senior Living Community  
 Glendale Place

ES 32, LLC  
 ES 33, LLC  
 ES 34, LLC  
 ES 36, LLC  
 ES 39, LLC  
 ES 40, LLC  
 ES 41, LLC  
 ES 42, LLC  
 ES 43, LLC  
 ES 44, LLC  
 ES 45, LLC  
  
 ES 51, LLC  
 ES 54, LLC  
 ES 55, LLC  
 ES 7, LLC  
 ES 8, LLC  
 ES Braxton, LLC  
 ES BUFORD, LLC  
 ES Canton, LLC  
  
 ES Eugene, LLC  
 ES Global, LLC  
 ES Gresham Chestnut, LLC  
 ES Mobile Gordon Oaks, LLC  
 ES Mooresville, LLC  
 ES Nanaimo, LLC  
 ES Paducah, LLC  
 ES Roanoke, LLC  
 ES Sheridan, LLC  
 ES Sioux City, LLC  
 ES SR 1, LLC  
 ES SR 2, LLC  
 ES Woodstock, LLC  
 Eugene Senior Living Apartments Property, LLC  
 Eugene Senior Living Apartments, LLC  
  
 Eugene Senior Living Property, LLC  
 Eugene Senior Living, LLC  
 Fairview Business Flex Campus, LLC  
 Fairview Services, LLC  
 Fairway Crossing Senior Living Property, LLC  
 Fairway Crossing Senior Living, LLC  
 Fairway Goup I Ownership, LLC  
 Fairway Group I, LLC

Riverchase Village  
 Big Sky  
 Aberdeen Heights  
 Oak Tree Village  
 Easy Living Properties  
 Heartland Park  
 Northridge  
 Oaks, The  
 Willow Ridge  
 Victory Hills  
 Peachtree Village - GA Mountain Terrace Senior Living Community  
 Crown Pointe  
 Wyndmoor, The  
 Unknown  
 Unknown  
 Braxton  
 Brookside  
 Terrace at Riverstone Drakes Landing Senior Living Community  
 Unknown  
 Chestnut Lane  
 Gordon Oaks  
 Churchill  
 Cedar Ridge  
 Culpepper Place  
 Pheasant Ridge Retirement  
 Sugarland Ridge  
 Northpark Place  
 Unknown  
 Unknown  
 Terrace at Woodstock  
 Garden Way Retirement Community  
  
 Garden Way Retirement Community Drakes Landing Senior Living Community  
 Community Drakes Landing Senior Living Community  
 Unknown  
 Unknown  
 Buckingham Estates  
 Buckingham Estates  
 Unknown  
 Unknown

Falls River Court Memory Care, LLC  
 Falls River Village Assisted Living, LLC  
 Florence Senior Living, LLC  
 Forest Lake Estates LLC  
 Fortuna Assisted Living, LLC  
 Fortuna Cottages, LLC  
 FOSW, LLC  
 Fox River Assisted Living & Memory Care, LLC  
 Fox River Retirement Living, LLC  
 Franklin Senior Living, LLC  
 Fuse Ad Agency, Inc.  
 Gainesville Mall GP Purchaser, LLC  
 Gainesville Mall LP Purchaser, LLC  
 Gainesville Property Limited Partnership  
 Gainsville Mall Property, LLC  
 Garden Estates GP LLC  
 Garden Estates of Corpus Christi LP  
 Garden Estates of Temple LP  
 Garden Estates of Tyler LP  
 Garnet of Casa Grande Assisted Living, LLC  
 Gemstone Assisted Living Community, LLC  
 Gig Harbor Senior Living, LLC  
 Glastonbury Senior Living Property, LLC  
 Glastonbury Senior Living, LLC  
 Glen at Cala Hills, LLC  
 Glendale at Murray Property, LLC  
 Glendale at Murray Senior Living, LLC  
 Glendale at Murray, LLC  
 Grahams Ferry Road Property LLC  
 Graham's Ferry Road, LLC  
 Grand Court FW LLC  
 Grand Court FW Property, Ltd.  
 Grandview Associates, Inc.  
 Grants Pass Cottages LLC  
 Grayson Harrisburg Limited Partnership  
 Grayson Harrisburg Senior Living, LLC  
 Grayson Selinsgrove Limited Partnership  
 Grayson Selinsgrove Senior Living, LLC  
 Great Falls Retirement Living, LLC  
 Great Falls Senior Living Operator LLC  
 Great Falls Senior Living, LLC  
 Greatwood Retirement & Assisted Living Community, Limited Partnership  
 Greatwood Retirement & Assisted Living, LLC

Falls River Court  
 Falls River Village  
 Laurel Gardens  
 Unknown  
 Sequoia Springs  
 Sequoia Springs Cottages  
 Peachtree Village - GA  
 Fox River  
 Fox River Cottages  
 Legacy Crossing  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Garden Estates of Corpus Christi  
 Garden Estates of Corpus Christi  
 Garden Estates of Temple  
 Garden Estates of Tyler  
 Garnet of Casa Grande  
 Unknown  
 Cedar Ridge  
 Mountain Laurel  
 Mountain Laurel  
 Unknown  
 Glendale Place  
 Glendale Place  
 Glendale Place  
 Grahams Ferry Road  
 Unknown  
 Hill Villa  
 Hill Villa  
 Unknown  
 Spring Meadow Cottages  
 Grayson View - Harrisburg  
 Grayson View - Harrisburg  
 Grayson View - Selinsgrove  
 Grayson View - Selinsgrove  
 Eagles Manor  
 Golden Eagle Plaza  
 Golden Eagle Plaza  
 Greatwood  
 Greatwood

Greenleaf Farms I, LLC  
 Greensboro Oakdale Property, LLC  
 Greensboro Oakdale Senior Living, LLC  
 Greenville Cottages Property, LLC  
 Greenville Cottages, LLC  
 Greenville Senior Living, LLC  
 Gresham Chestnut Senior Living Property, LLC  
 Gresham Chestnut Senior Living, LLC  
 Gresham Senior Living, LLC  
 H F J II, LLC  
 H F J, LLC  
 Harder Development III, LLC  
 Harder Development IV, LLC  
 Harder Fisher Group LLC  
 Harlingen GP, LLC  
 Harlingen Senior Living Limited Partnership  
 Hartwell Senior Living, LLC  
 Hawks Ridge Assisted Living Community, LLC  
 HD5, LLC (Wallace Road ALF)  
 HD6, LLC  
 Hendersonville B G Property, LLC  
 Hendersonville BGGP, LLC  
 Hendersonville Senior Living, LLC  
 Hermiston Terrace Assisted Living LLC  
 Heron Pointe II LLC  
 Heron Pointe III, LLC  
 Heron Pointe Retirement & Assisted Living, LLC  
 HFLW Employee Distributions, LLC  
 Highland Chaparral Senior Living GP, LLC  
 Highland Chaparral Senior Living Limited Partnership  
 Highland Chaparral Senior Living Property Limited Partnership  
 Highland Chapparral Senior Living Property GP, LLC  
 Highlands Senior Living Property, LLC  
 Highlands Senior Living, LLC  
 Hillside Senior Living Community, LLC  
 Hilton Head Senior Living, LLC  
 Hobbs Assisted Living, LLC  
 Holiday Lane Corrages Limited Partnership  
 Holiday Lane Cottages GP, LLC  
 Holiday Lane Estates Assisted Living Limited

Unknown  
 Carriage House  
 Carriage House  
 Hawthorne Inn Cottages  
 Hawthorne Inn Cottages  
 Hawthorne Inn at Greenville  
 Chestnut Lane  
 Chestnut Lane Gresham Station Senior Living Community  
 Unknown  
 Unknown  
 Lone Oak  
 Mallard Landing  
 Unknown  
 Canterbury Court  
 Canterbury Court  
 Lake Pointe  
 Hawks Ridge  
 Unknown  
 Unknown  
 Terrace at Bluegrass  
 Terrace at Bluegrass  
 Terrace at Bluegrass  
 Hermiston Terrace  
 Heron Pointe II (Heron Pointe Cottages)  
 Heron Pointe  
 Heron Pointe - Lessor  
 Unknown Chaparral Heights Senior Living Community  
 Chaparral Heights Senior Living Community  
 Community  
 Chestnut Hill  
 Chestnut Hill  
 Hillside  
 Hawthorne Inn at Hilton Head  
 Copper Springs  
 Unknown  
 Unknown  
 Holiday Lane Estates



Merced Senior Living Limited Partnership	Courtyard at Merced
Metro St. Louis Property, LLC	Unknown
Middlefield Oaks Assisted Living and Memory Care Community, LLC	Middlefield Oaks
Milton Senior Care, LLC	Stone Ridge
Milton Senior Care, LLC	Unknown
Minnetonka Senior Living, LLC	Minnetonka
Minot Senior Living, LLC	Brentmoor
Mobile Gordon Oaks Senior Living LLC	Gordon Oaks
Mobile Gordon Oaks Senior Living Property, LLC	Gordon Oaks
Mobile KP Property LLC	Knollwood Pointe
Mobile KPCP, LLC	Unknown
Modesto GP, LLC	Sundial
Modesto Senior Living Limited Partnership	Sundial
Montclair Senior Living, LLC	Montclair Park
Mooreville Senior Living Property, LLC	Churchill
Mooreville Senior Living, LLC	Churchill
Morgan City, LLC	Maison Jardin
Morrow Heights, LLC	Morrow Heights
Moses Lake Senior Care, LLC	Moses Lake
Mountain View Village Assisted Living and Retirement Cottages, LLC	Chehalem Springs
Mt. Pleasant Oakdale I ALZ, LLC	Sweetgrass Court
Mt. Pleasant Oakdale I Property, LLC	Sweetgrass Court
Mt. Pleasant Oakdale II ALF, LLC	Sweetgrass Village
Mt. Pleasant Oakdale II Property, LLC	Sweetgrass Village
MVP Sports LLC	Unknown
Nanaimo GP, LLC	Cedar Ridge
Nanaimo Senior Living Group Ltd.	Unknown
Nanaimo Senior Living Limited Partnership	Cedar Ridge
Nashville Senior Living, LLC	Waterford In Bellevue
Neawanna by the Sea Limited Partnership	Neawanna by the Sea
Newman Senior Living II Property, LLC	Unknown
Newnan Senior Living, LLC	Georgian Place
Newtown Senior Living, LLC	Homesteads at Newtown
North Lima Senior Living, LLC	Glenellen
Northglenn Assisted Living, LLC	Northglenn Heights
Northglenn Mgmt Inc	Northglenn Heights
Northglenn Prop LLC	Unknown
Northwesterly Assisted Living LLC	Northwesterly, The
Oahu Senior Living, LLC	Ponds at Punaluu
Ocala CH Property Ltd	Unknown
Ocala CHGP, LLC	Glen at Cala Hills
Oklahoma City Senior Living, LLC	Town Village
Oklahoma Senior Living Property, LLC	Mansion at Waterford

Olmstead Falls Holdings, LLC	Unknown
Olmstead Falls Properties, LLC	Village of the Falls
Olmsted Falls Senior Living Property, LLC	Village of the Falls
Olmsted Falls Senior Living, LLC	Village of the Falls
Omak Alzheimer's Care, L.L.C.	Apple Meadows
Orange Senior Living, LLC	Laurel Estates
Orchard Glen Retirement Community, LLC	Orchard Glen
Orchard Park, LLC	Orchard Park
Oregon Gardens Assisted Living, LLC	Oregon Gardens
Osprey Court Senior Living, LLC	Osprey Court
Osprey Pointe Cottages, LLC	Osprey Pointe Cottages
Overland Lamar Senior Living, LLC	Lamar Court
Overland Rose Senior Living, LLC	Rose Estates
Ownership College Park Associates LLC	Unknown
Ownership Smart Park LLC	Unknown
Oxford Senior Living Property, LLC	Azalea Gardens
Oxford Senior Living, LLC	Azalea Gardens
Paducah Senior Living Property, LLC	Culpepper Place
Paducah Senior Living, LLC	Culpepper Place
Paradise Valley Retirement Community, LLC	Paradise Valley
Paragon Gardens GP, LLC	Paragon Gardens
Paragon Gardens Limited Partnership	Paragon Gardens
Park Meadows, L.L.C.	Park Meadows
Park Place Assisted Living Community, LLC	Park Place - Portland
Park Place Assisted Living, LLC	Park Place - Casper
Parkview Estates Cottages, LLC	Parkview Estates Cottages
Peachtree Village Retirement, LLC	Peachtree Village
Peridot Assisted Living Community, LLC	Peridot
PH Whitman Road Associates, LLC	Unknown
PH Whitman Road, LLC	Unknown
Phoenix JH, LLC	Willow Creek
Phoenix Senior Living Property, LLC	Willow Creek
Phoenix Senior Living, LLC	Willow Creek
Pikesville Senior Living, LLC	Tudor Heights
Pinehurst Oakdale Property, LLC	Fox Hollow
Pinehurst Oakdale Senior Living, LLC	Fox Hollow
Plano GP LLC	Spring Creek Gardens
Plano Limited Partnership	Spring Creek Gardens
Plum Ridge Care Community, LLC	Unknown
Pointe at Cedar Park, L.L.C.	Pointe at Cedar Park
Port Orchard Alzheimer's Care, L.L.C.	Orchard Pointe
Portland Senior Living Property, LLC	Hawthorne Gardens
Portland Senior Living, LLC	Hawthorne Gardens
Post Falls Land, LLC	River Pines Senior Living Community
Post Falls Senior Living, LLC	River Pines Senior Living Community
Post Pointe Atlanta, LLC	Unknown

Post Pointe MGR, Inc.  
 Poulsbo Senior Living  
 Preston Hollow AL LP  
 Preston Hollow GP LLC  
 PRH Properties, LLC  
 Providence City, LLC  
 Pullman Senior Care Properties, LLC  
 Purcell Senior Living, LLC  
 Puyallup Senior Care, LLC  
 Puyallup Senior Living LLC  
 Rainbow GF, LLC  
 Redding Senior Care, LLC  
 Regal Estates Assisted Living Limited Partnership  
 Regal Estates Cottages GP, LLC  
 Regal Estates Cottages Limited Partnership  
 Regal Estates GP LLC  
 Richland Special Care, L.L.C.  
 Riddle Road Property, LLC  
 Riverdale Senior Living, LLC  
 River's Edge NC Apartments, LLC  
 River's Edge NC Property, LLC  
 Riverside at Belfair Assisted Living, LLC  
 Riverside Senior Living GP LLC  
 Riverside Senior Living Limited Partnership  
 Roanoke SW Retirement, LLC  
 Rock Springs Senior Living, LLC  
 Rockwood Homes LLC  
 Rose Valley Cottages II, LLC  
 Rose Valley Cottages, LLC  
 Roswell Assisted Living, LLC  
 Roswell Senior Living, LLC  
 Round Rock GP LLC  
 Sacramento GC Assisted Living, LLC  
 Sanddollar Court Memory Care, LLC  
 Sanddollar Village Assisted Living, LLC  
 Sandia Springs Assisted Living & Memory Care, LLC  
 Scappoose Assisted Living, LLC  
 Seaside Senior Living, LLC  
 Sea View Assisted Living Comm  
  
 Seattle Senior Living, LLC  
 Sellwood Landing Retirement and Assisted Living Community, LLC  
 Senenet

Unknown  
 Unknown  
 Preston Hollow  
 Preston Hollow  
 Pronghorn  
 Cache Valley  
 Whitman  
 Westbrook Gardens  
 Meeker Terrace SL Community  
 Meeker Terrace SL Community  
 Rainbow  
 Unknown  
 Regal Estates Regal Estates Cottages Senior Living  
 Community  
 Unknown  
 Regal Estates  
 Quail Hollow  
 Unknown  
 Riverdale Estates  
 River's Edge Apartments  
 River's Edge Apartments  
 Riverside at Belfair  
 Unknown  
 Unknown  
 Pheasant Ridge Retirement  
 Bluffs Senior Living Community  
 Unknown  
 Unknown  
 Rose Valley Cottages  
 Villa Del Rey  
 La Villa  
 Court at Round Rock  
 Greenhaven Estates  
 Palm Meadows Court  
 Palm Meadows Village  
 Sandia Springs  
  
 Rose Valley  
 Necanicum Village  
 Gardner Ridge Viewpoint On Queen Anne Senior  
 Living Community  
 Sellwood Landing  
  
 Unknown

Senior Living Care, LLC  
 Senior Living Holdings I, LLC  
 Senior Living Holdings II, LLC  
 Senior Living Holdings III, LLC  
 Senior Living Holdings IV, LLC  
 Senior Living Holdings Ownership, LLC  
 Senior Living Properties II, LLC  
 Senior Living Properties III, LLC  
 Senior Living Properties, LLC  
 Sequim Senior Living, LLC  
 Settler's Park, LLC/Harder Dev I  
 Seward Senior Living, LLC  
 Sheridan Senior Living Property, LLC  
 Sheridan Senior Living, LLC  
 Shore Pines Assisged Living Community  
 Sierra Hills Assisted Living Community, LLC  
 Silver Creek DEF Prop LLC  
 Silver Indemnity, Ltd.  
 Silver Insurance Management, LLC  
 Silverstar Destinations Property, LLC  
 Silverstar Destinations, LLC  
 Silverstar Outdoor LLC  
 Sioux City Senior Living, LLC  
 Sioux City Senior Living Property, LLC  
 Site Works, Inc  
 Smart Park 5, LLC  
 Smart Park PH 1, LLC  
 Smart Park PH 3 Leasing  
 Smart Park PH 3, LLC  
 Smart Park PH 4 Leasing  
 Smart Park PH 4 Leasing, LLC  
 Southbury Property, LLC  
 Southbury Senior Living, LLC  
 Southpark Senior Living, LLC  
 Spartanburg Senior Living, LLC  
 Spokane Senior Living, LLC  
 Spring Arbor Property, LLC  
 Spring Arbor Senior Living, LLC  
 Spring Lake Property LLC  
 Spring Pointe, LLC  
 Spring Village Retirement, LLC  
 Spring Village, LLC  
 Spring Wind Assisted Living Community, LLC  
 Springfield Assisted Living, LLC  
 St. George Senior Living, LLC

Minnetonka  
 Mansion at Waterford  
 Mountain Laurel  
 Pheasant Ridge  
 Caley Ridge  
 Unknown  
 Unknown  
 Unknown  
 Unknown Lavender Fields Senior Living Community  
 Settlers Park  
 Heartland Park  
 Sugarland Ridge  
 Sugarland Ridge  
 Unknown  
 Sierra Hills  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Chrome Pony Bike & Ski  
 Northpark Place  
 Northpark Place  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Kensington Green  
 Kensington Green  
 Place at Southpark, The  
 Park Place (Spartanburg)  
 Parkway Village  
 Spring Arbor  
 Spring Arbor  
 Unknown  
 Spring Pointe  
 Spring Meadow Retirement  
 Spring Village  
 Spring Wind  
  
 Woodside - Lessor  
 Cliff View

St. Peters Senior Living Property, LLC  
 St. Peters Senior Living, LLC  
 Stayton SW Assisted Living, L.L.C.  
 Sterling Assisted Living Holdings, LLC  
 Sterling Assisted Living Property, LLC  
 Sterling Assisted Living, LLC  
 Stevens Pointe Senior Living, LLC  
 Stone Mountain Senior Living, LLC  
 Summerfield House Assisted Living LLC  
 Sunnyside Court  
 Sunrise Creek Assisted Living and Memory  
 Care Community, LLC  
 Sunshine Village Assisted Living & Memory  
 Care, LLC  
 Sunshine Village Cottages Property, LLC  
 Sunshine Village Cottages, LLC  
 Sunshine Village Property, LLC  
 Sunwest Associates II, LLC  
 Sunwest Associates III LLC  
 Sunwest Management  
 Sunwest Properties II LLC  
 Sunwest Properties LLC  
 Susanville Assisted Living, LLC  
 Susanville Limited Partnership  
 SW Airplane Hanger  
 SW Hoop, LLC  
 Sweetwater Springs Assisted Living &  
 Memory Care Community, LLC  
 Sweetwater Springs Cottages, LLC  
 TAB Hawks Ridge  
 Tahlequah Senior Living Property, LLC  
 Tahlequah Senior Living, LLC  
 TD I, LLC  
 TD/SR Property Investments, LLC  
 Temple Cottages GP, LLC  
 Temple Cottages Limited Partnership  
 Temple GP LLC  
 Terre Haute Senior Living Property, LLC  
 Terre Haute Senior Living, LLC  
 The Palms Assisted Living & Memory Care,  
 LLC  
 The Suites AL Community, LLC  
 Third Street Investments LLC  
 TLC North, L.L.C.  
 Toms River Senior Living Property, LLC  
 Toms River Senior Living, LLC

Oak Tree Village  
 Oak Tree Village  
 Lakeside  
 Monroe House  
 Monroe House  
 Monroe House  
 Oakridge  
 Stone Mountain  
 Summerfield House  
 Unknown  
 Sunrise Creek  
 Sunshine Village- Operator  
 Sunshine Village Cottages  
 Sunshine Village Cottages  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Unknown  
 Eagle Lake Village  
 Eagle Lake Village  
 Unknown  
 Unknown  
 Sweetwater Springs  
 Unknown  
 Terrace at Bluegrass  
 Heritage Place  
 Heritage Place Chestnut Lane/ Waterford In  
 Bellevue/Cottonwood Lodge  
 Unknown  
 Garden Estates Cottages of Temple  
 Garden Estates Cottages of Temple  
 Garden Estates of Temple  
 Wyndmoor, The  
 Wyndmoor, The  
 Palms, The  
 Suites, The  
 Unknown  
 River Road  
 Brentwood AL Community  
 Brentwood AL Community

Toms Rivier Assisted Living, LLC  
 Tualatin Senior Care, LLC  
 Tulsa Senior Living, LLC  
 Tyler GP LLC  
 Ukiah Assisted Living, LLC  
 University Care, LLC  
 Vancouver Care, L.L.C. (Vancouver II)  
 Vancouver Senior Living, LLC  
 Vegas Assisted Living, LLC  
 Verus College Place I, LLC  
 Victor Senior Living, LLC  
 Villa del Rey-Roswell, Ltd  
 Village at Greece LLC  
 Vineyard Blvd Senior Living Property, LLC  
 Vineyard Blvd Senior Living, LLC  
 Waterfield Memory Care Community, LLC  
 Wayne Health, LLC  
 Wayne Senior Living, LLC  
 W-E Specialized Care, LLC  
 Wenatchee Care, LLC  
 Wenatchee Cottages, LLC  
 Wenatchee Senior Care, L.L.C.  
 West Allis Senior Living, LLC  
 West Columbia Senior Living, LLC  
 West Linn Senior Living, LLC  
 West Salem Orchard Heights Property  
 West Salem Orchard Heights, LLC  
 West Salem Senior Living Property, LLC  
 West Salem Senior Living, LLC  
 Western Pennsylvania Senior Living GP, LLC  
 Western Pennsylvania Senior Living LP  
 Wichita Falls Apartments LLC  
 Wichita Falls Apartments Property, LLC  
 Willow Trace Apartments, LLC  
 Willow Trace Property, LLC  
 Willows at Sherman Assisted Living &  
 Memory Care Community LP  
 Willows at Sherman Community GP, LLC  
 Wilsonville Retirement, LLC  
 Winston-Salem Oakdale Property, LLC  
 Winston-Salem Oakdale Senior Living, LLC  
 Woodburn Senior Living, LLC  
 Woodside Assisted Living Community, LLC  
 Woodstock Oaks Senior Living Property, LLC  
 Woodstock Oaks Senior Living, LLC  
 Woodstock Senior Living, LLC

Unknown  
 River Valley Landing  
 Aberdeen Heights  
 Garden Estates of Tyler  
 Mountain View  
 Unknown  
 Stonebridge  
 Fishers Landing  
 Plaza at Sun Mountain, The  
 Unknown  
 Forest Park  
 Villa Del Rey  
 Crimson Ridge Meadows (Leased)  
 Manchester House  
 Manchester House  
 Waterfield  
 Oaks, The  
 Oaks, The  
 Alpine Court & Cottages  
 Blossom Valley Blossom Valley Cottages SL  
 Community  
 Blossom Creek  
 West Park Place  
 Lexington Gardens  
 Tanner Spring  
 Unknown  
 Unknown Cottonwood Lodge Senior Living  
 Community Cottonwood Lodge Senior Living  
 Community  
 Easy Living Properties  
 Easy Living Properties  
 French Quarter Apts  
 Unknown  
 Unknown  
 Unknown  
 Willows at Sherman  
 Windfield Village  
 Forest Heights  
 Forest Heights  
 Unknown  
 Woodside - Operator  
 Terrace at Woodstock  
 Terrace at Woodstock  
 Woodstock Estates

Yakima Alzheimer's Care, L.L.C.  
Yakima Medical School Holdings, LLC  
Yakima Senior Care, L.L.C.  
Yakima Senior Living Holdings, LLC  
Yakima Senior Living Operator Holdings,  
LLC  
Yakima Senior Living Property, LLC  
Yakima Senior Living, LLC

Chesterley Court  
Unknown  
Chesterley Meadows  
Englewood Heights  
Englewood Heights  
  
Englewood Heights  
Englewood Heights