

# SUNWEST Management, Inc.

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**To:** Kim Waring  
Environmental Quality Counsel  
  
**Fax:** 307-777-6134  
  
**Re:** KDA Construction  
Docket No. 08-3807  
  
**Pages:** 35 (including cover page)  
  
**Date:** May 8, 2009  
  
**From:** Candice J. Menza  
Legal Assistant to Timothy R. Harmon and Mary F. Thuemmel  
Direct Phone: 503-540-4989  
Email: candice.menza@sunwestmanagement.com  
Direct Fax: 503-485-1364

Urgent     Review & Reply     Per Your Request     For your File

### COMMENTS:

Attached is a copy of an Order from Judge Hogan of the United States District Court, for the District of Oregon, in the matter of Securities and Exchange Commission v. Sunwest Management, et al. Judge Hogan's Order stays all claims against the "Receivership Entities," a term that is defined in the order to include KDA. Under this Order, your client's claim is stayed.

Please call me if you have questions concerning the Order. I may not be able to answer your questions but I can refer you to the Receiver or his counsel.

Tim Harmon

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FILED 09 MAR 10 16:30 USDC ORE

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

SUNWEST MANAGEMENT, INC.,  
CANYON CREEK DEVELOPMENT, INC.,  
CANYON CREEK FINANCIAL, LLC, and  
JON M. HARDER,

Defendants,

and

DARRYL B. FISHER, I. WALLACE  
GUTZMER, KRISTIN HARDER, ENCORE  
INDEMNITY MANAGEMENT, LLC,  
SENET LEASING COMPANY, FUSE  
ADVERTISING, INC., KDA  
CONSTRUCTION, INC., CLYDE  
HAMSTREET, and CLYDE A.  
HAMSTREET & ASSOCIATES, LLC,

Relief Defendants.

Civil No.: 09-CV-6056-TC

~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY INJUNCTION AND  
APPOINTING RECEIVER

*Revised as referenced  
in oral argument*

*3-10-09*

This matter came before the Court on the *ex parte* application of Plaintiff Securities and Exchange Commission ("Commission") for a temporary restraining order and for the appointment of a receiver ("Application"). The Application was heard at 11:00 a.m. on Monday, March 2, 2009, by the Honorable Michael R. Hogan, with argument by counsel for the Commission, Sunwest Management, Inc. ("Sunwest"), Jon Harder ("Harder") as debtor in possession in United States Bankruptcy Court for the District of Oregon (the "Bankruptcy Court") Chapter 11 case number 08-37225-tmb (the "Bankruptcy Action"), Kristen Harder, Clyde Hamstreet (or his successor, the "CRO") and Clyde A. Hamstreet & Associates, LLC. In addition, counsel for the Unsecured Creditors' Committee ("UCC") and the Tenants-in-Common Committee ("TICC") in the Bankruptcy Action joined in the argument after the Court granted motions to intervene. The Court received and considered the Commission's complaint, application, memorandum of points and authorities, the declarations of Michael E. Liftik and Michael A. Fortunato, all exhibits attached to those declarations, and all other submissions from all parties, written or oral, at or before the hearing. The Application was denied in all respects, except for certain terms that were read into the record and as set forth in the Order entered by the Court on March 2, 2009. The Court set March 10, 2009 at 10:30 a.m. as the time for the hearing on the preliminary injunction. At the Court's direction, following conclusion of the hearing, the parties and the proposed receiver met and conferred about the form of a preliminary injunction and appointment of a receiver.

Based on the foregoing, the Court finds as follows:

1. Good cause exists to issue a preliminary injunction as set forth below, and to appoint a receiver with all rights and powers of a federal equity receiver, except as limited below (the "Receiver").
2. This Court has jurisdiction over the parties and the subject matter of this action, pursuant to Sections 20(d)(1) and 22(a) of the Securities Act of 1933 ("Securities

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Act"), and Sections 21(d)(3), 21(e) and 27 of the Securities Exchange Act of 1934 ("Exchange Act"). 15 U.S.C. §§ 77t(d)(1), 77v(a), 78u(d), and 78u(e).

3. This District is an appropriate venue for this action pursuant to Section 22(a) of the Securities Act and Section 27 of the Exchange Act. 15 U.S.C. §§ 77v(a) and 78aa.

THEREFORE,

I.

IT IS ORDERED that Defendants Sunwest, Canyon Creek Development, Inc. ("CCD"), Canyon Creek Financial, LLC ("CCF") and Harder, and their respective officers, agents, servants, employees, attorneys, and those persons in active concert or participation with any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, are temporarily restrained and enjoined from, directly or indirectly, in connection with the offer or sale of any securities, by the use of any means or instrumentality of interstate commerce, or of the mails:

- A. employing any device, scheme, or artifices to defraud;
- B. obtaining money or property by means of untrue statements of material fact or by omitting to state a material fact necessary in order to make statements made, in the light of the circumstances under which they were made, not misleading; or
- C. engaging in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon any purchaser;

in violation of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

II.

IT IS FURTHER ORDERED that Defendants Sunwest, CCD, CCF, and Harder, and their respective officers, agents, servants, employees, attorneys, and those persons in active concert or participation with any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, are temporarily restrained and enjoined from, directly or indirectly, in connection with the purchase or sale of any securities, by the

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use of any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange:

- A. employing any device, scheme or artifice to defraud;
- B. making any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- C. engaging in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person;

in violation of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5, 17 C.F.R. § 240.10b-5.

III.

IT IS FURTHER ORDERED that Michael Grassmuck is appointed to act as Receiver for Sunwest, CCD, CCF, Fuse Advertising, Inc., KDA Construction, Inc., and all entities identified on Exhibit A (collectively, the "Receivership Entities") to (1) pursue and resolve claims as more fully described below; (2) ascertain the financial condition of the Receivership Entities and the disposition of investor funds; (3) determine the extent of commingling of funds, if any, between the Defendants, Relief Defendants and all Receivership Entities; (4) preserve the books, records and documents of the Receivership Entities; and (5) be available to respond to investor inquiries. Receivership Entities that are subjects of Chapter 11 cases <sup>or existing receivership orders</sup> as of March 2, 2009 shall proceed and continue as if no Receiver has been appointed. The rights and powers of the CRO and the Management Committee ("MC") with regard to operations, asset dispositions and restructuring of the Receivership Entities, as described in the Stipulation dated February 16, 2009, will be the subject of a prompt application for approval by the Receiver to the Court. Pending entry of an order on the Receiver's application, the MC is authorized to act consistent with the application. The rights and powers of professionals and Committees for the Harder bankruptcy estate are

unaffected by this Order. Actions requiring Court approval shall be submitted for such approval to this Court, except as to Receivership Entities in Chapter 11 bankruptcy cases as of March 2, 2009, which shall require approval of the Bankruptcy Court. The Receiver shall be kept informed, shall be consulted, and shall provide his views to the MC.

Notwithstanding anything herein to the contrary, (a) the Receiver shall have the right to investigate and report to the Court on any and all Receivership Entity matters; (b) the CRO, under the direction of the MC, shall have the right to make all decisions with respect to the operations, asset dispositions (other than those claims that may be pursued by the Receiver under Section IV, below), and restructuring of the Receivership Entities, and with respect to the use of the Lone Star proceeds and of the proceeds of any future distributions that are paid or payable on account of the equity interests of Harder, Darryl Fisher ("Fisher") or J. Wallace Gutzler ("Gutzler") in the Receivership Entities; and (c) the CRO shall control and manage all bank accounts and cash of the Receivership Entities other than (i) proceeds of claims collected by the Receiver, and (ii) cash advanced to the Receiver by the CRO pursuant to Section IX, below. The CRO's right to make decisions with respect to asset dispositions under the CRO's control will not affect the Receiver's right to propose, or the Court's power to adopt, a plan of distribution for investors, creditors, or other claimants.

#### IV.

To effectuate the foregoing, the Receiver is hereby empowered to:

(a) Pursue and resolve all claims against third parties, disgorgement, avoidance actions and offsets and counterclaims of the Receivership Entities (collectively, "claims") in cooperation with the MC. Notwithstanding the above, the Receiver shall not: (1) commence litigation against any lender to a Receivership Entity without the prior consent of the MC; (2) sue any professionals for pre-receivership payments made by the CRO pursuant to the CRO Engagement Agreement; (3) commence any action for any Receivership Entity that is a Chapter 11 debtor as of March 2, 2009; or (4) seek to recover amounts paid or to be paid by

the CRO from the Lone Star sale proceeds, whether to Harder's bankruptcy estate or otherwise;

- (b) Have access to all books, records and documents of the Receivership Entities;
- (c) Establish a bank account or use existing bank accounts to pay expenses and otherwise administer the receivership as provided herein;
- (d) Take necessary steps to investigate and recover assets that may have been conveyed to third parties or otherwise concealed;
- (e) Take necessary steps to investigate and account for the disposition and use of funds obtained by the Defendants, Relief Defendants and Receivership Entities;
- (f) Engage and employ persons, including accountants, attorneys, special litigation counsel and experts, to assist in the carrying out of the Receiver's duties and responsibilities hereunder;
- (g) Select, in cooperation with the MC, an accounting firm to provide independent accounting services and reports for the Receivership Entities, Senect Leasing Company and Encore Indemnity Management, LLC with due deference given to the provisional selection of Moss Adams, but also considering options proposed by the Receiver;
- (h) Take necessary steps to investigate claims which may now or hereafter exist as a result of the activities of the Receivership Entities, and their past and present employees, agents, subsidiaries and affiliates; and
- (i) Subject to privilege review and appropriate confidentiality, as agreed or determined by the Court, image all laptops, computers, PDAs, smart phones and related electronic storage devices of the Defendants, Relief Defendants (other than Clyde Hamstreet and Clyde A. Hamstreet & Associates, LLC), and Receivership Entities, and have access to all information contained therein, including the passwords and logon information related to the same, except for information for which any non-Receivership Party holds a privilege.

The Receiver shall not waive the attorney-client privilege or the attorney work product

doctrine applicable for any non-Receivership Entities under any relevant state or federal law. The individual Defendants and individual Relief Defendants shall not be deemed to have waived any privilege, held jointly or individually, contained in any documents or data stored on any laptops, computers, PDAs, Smart Phones or related electronic storage devices imaged by the Receiver and shall also retain the right to the return of privileged information under applicable law. In the event the Defendants, Relief Defendants or Receivership Entities assert privilege over any documents, they shall provide the Receiver's counsel and the Commission's counsel with a privilege log sufficiently detailed to permit the Receiver's Counsel and the Commission's counsel to determine, and possibly contest, any assertions of privilege.

V.

IT IS FURTHER ORDERED that no creditor of or claimant against any of the Receivership Entities, or any person acting on behalf of such creditor or claimant, shall take any action to interfere with the Receiver's or CRO's control, possession, or management of the Receivership Entities or any of their assets, including, but not limited to, the filing of any lawsuits, liens or encumbrances or bankruptcy cases to impact the Receivership Entities or any of their assets without further order of this Court. Without limiting the scope of the preceding sentence, no person or entity, including any creditor or claimant against any of the Defendants, or any person acting on behalf of such creditor or claimant, shall take any action to terminate any management contract between Sunwest and any of the Receivership Entities. *This Order shall not be construed to stay or enjoin actions in pending bankruptcy cases, or state or federal receivership actions.*

IT IS FURTHER ORDERED that, provided that Fisher and Gutzler turn over to the Receiver for use by the CRO, for necessary restructuring purposes subject to their respective rights under the CRO Engagement Agreement (including but not limited to their right to be paid their post-receivership reasonable professional fees and expenses from the CRO), all

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distributions in respect of their equity interests in the Receivership Entities received on or after November 20, 2008, net of any amounts payable in respect of valid secured equity pledges, no creditor or claimant of Fisher or Gutzler shall take any action or file any lawsuit against Fisher or Gutzler related in any way to the Receivership Entities without further order of the Court. Notwithstanding the provisions of this paragraph, the Commission is expressly permitted to pursue any actions or lawsuits against Fisher or Gutzler it deems necessary without further order of the Court.

#### VII.

IT IS FURTHER ORDERED that except for any act of, or exceeding, gross negligence, and to the fullest extent permitted by law or any applicable code of professional conduct, the Receiver, the CRO, the UCC, the TICC, and the MC, and the respective professionals retained by any of them, and SHSL and BHB, shall not be liable for any loss or damage incurred by any of the Defendants, Relief Defendants or Receivership Entities, their officers, agents, servants, employees and attorneys, investors, vendors, or any other person, nor be subject to any right of action, by reason of any act performed or omitted to be performed by any of them, or by the professionals retained by them, in connection with the discharge of their duties and responsibilities post-receivership. The Receiver shall not have any responsibility or liability for taxes in connection with operations of the Receivership Entities. No bond shall be required in connection with the appointment of the Receiver, the CRO, or the MC. Notwithstanding the provisions of this paragraph, the Commission is expressly permitted to pursue any actions or lawsuits against the CRO, and Harder, and the respective professionals retained by any of them for any acts or omissions that constitute violations of the federal securities laws.

#### VIII.

IT IS FURTHER ORDERED that Defendants, Relief Defendants and Receivership Entities and their officers, agents, servants, employees, attorneys who receive actual notice of

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this Order, by personal service or otherwise, and each of them, be and hereby are restrained and enjoined from, directly or indirectly, destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any documents, including all books, records, computer programs, computer files, computer printouts, contracts, correspondence, memoranda, brochures, or any other documents of any kind in their possession, custody or control, however created, produced, or stored (manually, mechanically, electronically, or otherwise), pertaining in any manner to Defendants and the Receivership Entities.

IX.

IT IS FURTHER ORDERED that funds controlled by the CRO in connection with the Lone Star sale attributable to distributions to Harder, Fisher and Gutzler shall be available to the Receiver, in an amount not to exceed \$2,000,000, to pay the Receiver's compensation and expenses and to pay the compensation and expenses of the professionals hired by the Receiver, including counsel to the Receiver and other persons, including accountants, attorneys, special litigation counsel and experts, to assist in the carrying out of the Receiver's duties and responsibilities hereunder. The Receiver shall reimburse the CRO for all such funds made available to the Receiver under this paragraph IX as soon as practicable from proceeds of claims collected by the Receiver.

X.

IT IS FURTHER ORDERED that funds controlled by the CRO in connection with the Lone Star sale attributable to distributions to Harder shall be made available to the CRO for the purposes and manner set forth in the Motion for an Order Approving Stipulation for an Order Regarding Debtor's Motion to Approve Interim and Final Use of Lone Star Sale Proceeds and Approving Settlement currently on file in the Bankruptcy Action and set for hearing on April 3, 2009, if approved by the Bankruptcy Court. Harder's interest in the proceeds from the Lone Star sale and from the sales of any Receivership Entities, including but not limited to his member interest, partnership interest, and any and all other interests,

shall be property of Harder's bankruptcy estate. The Commission shall pursue recoveries, if any, from Harder's bankruptcy estate in accordance with the provisions of the United States Bankruptcy Code and will cooperate with the Receiver and the TICC and UCC to cause any such recoveries to benefit the investors and creditors to the extent needed for them to obtain full satisfaction of their claims.

XI.

IT IS FURTHER ORDERED that SHSL shall serve as restructuring counsel, and BHB shall serve as special mediation and litigation counsel, for Harder in order to benefit the Receivership Entities. For all services rendered from and after March 2, 2009, the Receiver and his professionals, the CRO and his professionals, the MC and the respective professionals for the UCC, TICC, and MC, and SHSL and BHB, with respect to services provided for or to benefit the Receivership Entities, other than services for the Receivership Entities in a Chapter 11 case as of March 2, 2009, shall file with the United States District Court and serve on each other and the Commission statements on a monthly basis, which shall include a description of all services provided and expenses incurred, with the first such statement filed no later than 45 days after the date of this Order. If no objection to the fees and expenses in the statements is filed with the Court by the above parties within 21 days of service of a statement, then such statement is authorized to be paid on an interim basis at 80% of the requested fees and 100% of the requested expenses. The Receiver, the CRO, and the professionals shall file a bi-annual fee application with the Court seeking approval of the Court as to the fees and expenses paid to date and payment of the withheld balance. The fee application shall be posted on the Receiver's website and served on the parties to this action and those requesting special notice. Final approval of all fee applications will be reserved until the closing of the case.

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## XII.

IT IS FURTHER ORDERED that the proceeds of claims collected by the Receiver will be set aside and held by the Receiver and be available to satisfy investors' and creditors' claims. The parties have agreed that the combination of the receivership proceeds and the sale proceeds and net operating income from Receivership Entities or new entities have as their combined goal to satisfy the investors' and creditors' claims in full. The Commission shall cooperate with the Receiver to cause any recoveries to benefit the investors and creditors to the extent needed for them to obtain full satisfaction of their claims.

## XIII.

IT IS FURTHER ORDERED that the Receiver will undertake a review of the financial transactions between the CRO, on the one hand, and any of the Defendants, Relief Defendants, Receivership Entities or affiliates, officers or employees, on the other hand. The Receiver shall make best efforts to conclude that review forthwith. The Commission, if the Receiver has not completed that review prior to April 3, 2009, will appear in person or by phone at the hearing in the Bankruptcy Court on April 3, 2009, and explain to the Bankruptcy Court the role of a relief defendant in this litigation and state that the fact that the CRO is a relief defendant does not mean that the Commission has concluded that the CRO has engaged in any improper conduct with respect to Sunwest or his duties under the CRO Engagement Agreement.

## XIV.

IT IS FURTHER ORDERED that the CRO and the parties to the Bankruptcy Action will keep the Commission informed of actions in the Bankruptcy Action and pending mediations related to that Bankruptcy Action. To effectuate the goals of this paragraph, the CRO and the parties to the Bankruptcy Action will not enter into any stipulations or propose any orders to the Court without providing the Commission the notice required to any creditor by the Federal Rules of Bankruptcy Procedure or orders entered in the Bankruptcy Action of

such stipulations or proposed orders so that the Commission has sufficient time to object, if necessary.

XV.

IT IS FURTHER ORDERED that no term of this Order shall be construed as limiting the Commission's ability, or that of any other state or federal authority, to pursue full relief against all Defendants and Relief Defendants in this litigation and any other defendants and relief defendants as may be added as parties to this litigation or named as parties in other litigation.

XVI.

IT IS FURTHER ORDERED that, because the Court recognizes that residential facilities operated by Sunwest, or owned by its affiliates, may be regulated by State or local governmental authorities with respect to the health or welfare of the residents of those facilities (including, for example, the Oregon Department of Human Services under Chapter 441 of the Oregon Revised Statutes), nothing in this Order shall affect the rights or powers of such a governmental entity to take any action with respect to such facility as is authorized by the laws of its jurisdiction for the protection of the health or welfare of such residents. Said governmental entity shall give notice of any such action as soon as is practicable under the circumstances to the parties and this Court.

XVII.

The Receiver, CRO, UCC, TICC, MC, the Defendants, the Relief Defendants, the Commission, creditors and other parties in interest shall have the right to apply to the Court to modify the terms of this Order.

10 MARCH 2009

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*Michael C. Hogan*  
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U.S. DISTRICT JUDGE

[PROPOSED] ORDER GRANTING PRELIMINARY INJUNCTION AND APPOINTING RECEIVER

## EXHIBIT A

Entity Name
ES 27, LLC
Addie Meedom House, LLC
Albuquerque Memory Care Community, LLC
Alpine Springs III, LLC
Alpine Springs, LLC
Amarillo Assisted Living Limited Partnership;
Amarillo GP, LLC
Anderson Senior Living LLC
Apple Ridge Assisted Living, LLC
Arbrook Senior Living GP, LLC
Arbrook Senior Living Limited Partnership;
Arlington Cooper GP, LLC
Arlington Cooper Senior Living Limited Partnership;
Autumn Glen Assisted Living Community, LLC
Autumn Park Assisted Living Community, 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
Briarwood Retirement and Assisted Living Community LLC
Bridgeport Assisted Living, LLC
Bridgeport Senior Living, LLC
Britt Senior Living, LLC
Broken Arrow Senior Living, LLC
Buford Brookside Senior Living Property, LLC
Buford Brookside Senior Living, LLC;

EXHIBIT A

Entity Name
Buford Retirement Cottages, LLC
Buford Senior Living, LLC
Butte Senior Living Property, LLC
Butte Senior Living, LLC;
Cambridge Court Assisted Living Limited Partnership;
Cambridge Court GF, LLC
Cambridge Court GP, LLC
Cambridge Place GF, 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 Development Inc
Canyon Creek Financial LLC
Canyon Crest Assisted Living & Memory Care, LLC
Carriage Inn GP, LLC
Carriage Inn Limited Partnership;
Century Fields Retirement and Assisted Living Community LLC
Champlin LLC
Chandler Place Senior Living, LLC
Charlotte Oakdale Senior Living LLC
Chris Ridge Senior Living, LLC
Clearlake GP, LLC;
Clearlake Senior Living Limited Partnership;
Clearlake Senior Living Property GP, LLC

## EXHIBIT A

Entity Name
Clearlake Senior Living Property Limited Partnership
Cody Senior Living II Property, LLC
Cody Senior Living II, LLC
Colonial Gardens LLC
Columbia Senior Living, LLC
Commerce Senior Living Property, LLC
Commerce Senior Living Property, LLC
Commerce Senior Living, LLC
Cordova Senior Living, LLC
Corinthians Assisted Living & Memory Care, LP
Corinthians I Retirement Community, LP
Corinthians I, LLC
Corinthians II, LLC
Corona Senior Living GP, LLC
Corona Senior Living Limited Partnership
Corona Senior Living Property Limited Partnership
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
Crystal Terrace Retirement Community, LLC
CU 14, LLC
CU 15, LLC
CU 16, LLC
CU 18, LLC
CU 19, LLC



EXHIBIT A

Entity Name
CU 2, LLC
CU 21, 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 44, LLC
CU 45, LLC
CU 48, LLC
CU 55, LLC
CU BUFORD, LLC
CU Gresham Chestnut, LLC
CU Paducah, LLC
CU Sioux City, LLC
Desert Springs Land, LLC
Desert Springs Senior Living, LLC
Dorchester House Retirement Residence LLC
Eagle Cove Senior Living, LLC
Eagle Meadows Assisted Living Community, LLC

## EXHIBIT A

Entity Name
Eldorado Heights Assisted Living Community, LLC
Ellensburg Care, L.L.C.
Emerald Pointe Assisted Living & Memory Care, LLC
Emerald Square Assisted Living, LLC
ES 14, LLC
ES 15, LLC
ES 16, LLC
ES 18, LLC
ES 19, LLC
ES 2, LLC
ES 21, LLC
ES 25, LLC
ES 26, LLC
ES 29, LLC
ES 32, LLC
ES 33, LLC
ES 34, LLC
ES 36, LLC
ES 44, LLC
ES 45, LLC
ES 55, LLC
ES BUFORD, LLC
ES Gresham Chestnut, LLC
ES Mooresville, LLC
ES Paducah, LLC
ES Sioux City, LLC
Fairway Crossing Senior Living Property, LLC

## EXHIBIT A

Entity Name
Fairway Crossing Senior Living, LLC
Florence Senior Living, LLC
Fortuna Assisted Living, LLC
Fortuna Cottages, LLC
FOSW, LLC
Fox River Assisted Living & Memory Care, LLC
Franklin Senior Living, LLC
Glastonbury Senior Living Property, LLC
Glendale at Murray Property, LLC
Glendale at Murray Senior Living, LLC
Glendale at Murray, LLC
Grants Pass Cottages, LLC
Grayson Harrisburg Limited Partnership
Grayson Harrisburg Senior Living, LLC
Grayson Selinsgrove Limited Partnership
Grayson Selinsgrove Senior Living, LLC
Great Falls Senior Living Operator, LLC
Great Falls Senior Living, LLC
Greensboro Oakdale Senior Living LLC
Greenville Senior Living, LLC
Gresham Chestnut Senior Living Property, LLC
Gresham Chestnut Senior Living, LLC
Hartwell Senior Living, LLC
Hendersonville Senior Living LLC
Hermiston Terrace Assisted Living LLC
Heron Pointe II LLC
Heron Pointe III, LLC

## EXHIBIT A

Entity Name
Heron Pointe Retirement and Assisted Living Residence, LLC
Highlands Senior Living Property, LLC
Highlands Senior Living, LLC
Hillside Senior Living Community, LLC
Hilton Head Senior Living, LLC
Holiday Lane Estates Assisted Living Limited Partnership
Holiday Lane GP, LLC
Hoover Senior Living, LLC
Huntsville Senior Living, LLC
Jackson Hole Senior Living, LLC
Jasper Senior Living Property, LLC
Jasper Senior Living, LLC
Kansas City Senior Living Property, LLC
Kansas City Senior Living, LLC
Kearney Senior Living LLC
Kenmore Senior Living, LLC
Kennewick Care, L.L.C.
Kerrville Senior Living GP, LLC
Kerrville Senior Living Limited Partnership
Kerrville Senior Living Property Limited Partnership
Kings Manor Oregon, LLC
Kingsport Senior Living, LLC
Lakeside Retirement Cottages, LLC
Las Cruces, LLC
Lawrenceville Senior Living, LLC
Legacy Gardens Assisted Living, LLC
Legacy Georgia Senior Living Property, LLC

EXHIBIT A

Entity Name
Legacy Georgia Senior Living, LLC
Lesser-Capitol, LLC
Lexington Senior Living Property, LLC
Lexington Senior Living, LLC
Lompoc Senior Living GP, LLC
Lompoc Senior Living Property GP, LLC
Lompoc Senior Living Property Limited Partnership
Lubbock Assisted Living Limited Partnership
Lubbock GP, LLC
Macon Senior Living Property, LLC
Macon Senior Living, LLC
Magnolia Gardens Assisted Living, LLC
Magnolia Gardens Senior Living Property, LLC
Magnolia Gardens Senior Living, LLC
Manor House Memory Care, LLC
Marietta Senior Living, LLC
McCook Senior Living LLC
Meadowlark Assisted Living Community, LLC
Medallion Assisted Living Limited Partnership
Memphis Senior Living, LLC
Merced GP, LLC
Merced Senior Living Limited Partnership
Middlefield Oaks assisted Living and Memory Care Community, LLC
Minnetonka Senior Living, LLC
Minot Senior Living, LLC
Modesto GP, LLC
Modesto Senior Living Limited Partnership

## EXHIBIT A

Entity Name
Montclair Senior Living LLC
Moorestville Senior Living Property, LLC
Moorestville Senior Living, LLC
Morgan City, LLC
Moses Lake Senior Care LLC
Mountain View Village Assisted Living LLC
Nashville Senior Living LLC
Newnan Senior Living, LLC
Newtown Senior Living, LLC
North Lima Senior Living, LLC
Northwesterly Assisted Living, LLC
Oahu Senior Living, LLC
Oklahoma City Senior Living, LLC
Oklahoma Senior Living Property, LLC
Olmstead Falls Properties, LLC
Olmsted Falls Holdings, LLC
Olmsted Falls Senior Living Property, LLC
Olmsted Falls Senior Living, LLC
Omak Alzheimer's Care, LLC
Orange Senior Living, LLC
Orchard Glen Retirement Community, LLC
Orchard Park, LLC
Osprey Court Senior Living, LLC
Oxford Senior Living Property, LLC
Oxford Senior Living, LLC
Paducah Senior Living Property, LLC
Paducah Senior Living, LLC

## EXHIBIT A

Entity Name
Paradise Valley Retirement Community, LLC
Paragon Gardens GP, LLC
Paragon Gardens Limited Partnership
Park Place Assisted Living Community, LLC
Parkview Estates Cottages, LLC
Peachtree Village Retirement, LLC
Peridot Assisted Living Community, LLC
Phoenix JH, LLC
Phoenix Senior Living Property, LLC
Phoenix Senior Living, LLC
Pikosville Senior Living, LLC
Pinehurst Oakdale Senior Living LLC
Plano GP, LLC
Plano Limited Partnership
Portland Senior Living LLC
Preston Hollow Assisted Living Limited Partnership
Preston Hollow GP, LLC
Providence City, LLC
Pullman Senior Care Properties, LLC
Purcell Senior Living, LLC
Rainbow GF, LLC
Richland Special Care, L.L.C.
Riverdale Senior Living, LLC
Riverside at Belfair Assisted Living, LLC
Rose Valley Cottages, LLC
Roswell Senior Living, LLC
Sandollar Court Memory Care LLC

## EXHIBIT A

Entity Name
Sanddollar Village Assisted Living, LLC
Sandia Springs Assisted Living & Memory Care, LLC
Scappoose Assisted Living, LLC
Seaside Senior Living, LLC
Sellwood Landing Retirement and Assisted Living Community, LLC
Senior Living Care, LLC
Seward Senior Living LLC
Sioux City Senior Living Property, LLC
Sioux City Senior Living, LLC
Southbury Property, LLC
Southbury Senior Living, LLC
Spartanburg Senior Living, LLC
Spokane Senior Living, LLC
Spring Arbor Property, LLC
Spring Arbor Senior Living, LLC
Spring Pointe LLC
Spring Village Retirement, LLC
Spring Village, LLC
Springfield Assisted Living, LLC
St. George Senior Living LLC
St. Peters Senior Living Property, LLC
St. Peters Senior Living, LLC
Stayton SW Assisted Living Cottages LLC
Sterling Assisted Living Holdings, LLC
Sterling Assisted Living Property, LLC
Sterling Assisted Living, LLC
Stevens Point Senior Living, LLC



## EXHIBIT A

Entity Name
Stone Mountain Senior Living, LLC
Sunrise Creek Assisted Living and Memory Care Community, LLC
Sunshine Village Assisted Living & Memory Care, LLC
Sunshine Village Property, LLC
Sunwest Management Inc
Sweetwater Springs Assisted Living & Memory Care Community, LLC
Tahlequah Senior Living Property, LLC
Tahlequah Senior Living, LLC
Terre Haute Senior Living Property, LLC
Terre Haute Senior Living, LLC
The Palms Assisted Living & Memory Care, LLC
Tualatin Senior Care, LLC
Tulsa Senior Living, LLC
Vancouver Care LLC (ii)
Vancouver Senior Living, LLC
Vegas Assisted Living 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
Vineyard Blvd Senior Living, LLC
Waterfield Memory Care Community, LLC
Wayne Senior Living LLC
W-E Specialized Care LLC
West Allis Senior Living, LLC
West Columbia Senior Living, LLC

EXHIBIT A

Entity Name
Willows at Sherman Assisted Living & Memory Care Community Limited Partnership
Willows at Sherman Community GP, LLC
Wilsonville Retirement, LLC
Winstom-Salem Oakdale Senior Living LLC
Woodside Assisted Living Community, LLC
Woodstock Oaks Senior Living Property, LLC
Woodstock Oaks Senior Living, LLC
Woodstock Senior Living, LLC
Yakima Alzheimer's Care, L.L.C.
Yakima Senior Care, L.L.C.
Yakima Senior Living Holdings, LLC
Yakima Senior Living Operator Holdings, LLC
Yakima Senior Living Property LLC

## EXHIBIT A

Entity Name
Aaron Ridge Apartments, LLC
Addie Meedom Cottages, LLC
Albany Senior Living, LLC
Atwater Senior Living GP, LLC
Atwater Senior Living Limited Partnership
Atwater Senior Living Property GP, LLC
Atwater Senior Living Property Limited Partnership
Autumn Glen Cottages Property, LLC
Autumn Glen Cottages, LLC
Autumn Park Cottages, LLC
Avondale Senior Living, LLC
Blossom Valley Cottages, LLC
Blue Mountain Associates Property, LLC
Blue Mountain Associates, LLC
Blue Mountain Ownership, LLC
Bluffs at Northwoods Apartments LLC
Bluffs at Northwoods Property LLC
Braxton Senior Living GP, LLC
Braxton Senior Living Limited Partnership
Braxton Senior Living Property GP, LLC
Braxton Senior Living Property Limited Partnership
Broomfield Senior Living Property, LLC
Broomfield Senior Living, LLC
Buford Brookside Senior Living Property LLC
Bull Springs Holdings, LLC
Camelot GP LLC
Cape Elizabeth Senior Living LLC

## EXHIBIT A

Entity Name
Cape Elizabeth Senior Living Property, LLC
Cascadia Canyon LLC
CCD Commercial Properties LLC
Century Place LLC
Century Place, L.L.C.
Charlotte Oakdale Property LLC
Charlotte Overlook Apartments LLC
Chesterley Meadows Cottages, LLC
Cheyenne Senior Living Property, LLC
Cheyenne Senior Living, LLC
Clark 40 LLC
Cody Senior Living II Property, LLC
Cody Senior Living II, LLC
Cold Springs Development I Property, LLC
Cold Springs Development I, LLC
Cold Springs Development II Property, LLC
Cold Springs Development II, LLC
College Park Associates I, LLC
College Park Property, LLC
Cordova Cottages, LLC
Cottonwood Lodge Retirement, Assisted Living & Memory Care Community, LLC
CPSW LLC
CT Acres LLC
CU 1 LLC
CU 20 LLC
CU 40 LLC
CU 41 LLC

EXHIBIT A

Entity Name
CU 42 LLC
CU 48 LLC
CU 54 LLC
CU 7 LLC
CU 8 LLC
CU Canton LLC
CU Global LLC
CU Mobile Gordon Oaks LLC
CU Roanoke LLC
CU Sheridan LLC
CU Woodstock LLC
CV Senior Living LLC
Desert Springs Land LLC
Eagle Care, LLC
Encore Indemnity Management LLC
ES 1 LLC
ES 27 LLC
ES 40 LLC
ES 41 LLC
ES 42 LLC
ES 43 LLC
ES 54 LLC
ES 7 LLC
ES 8 LLC
ES Canton LLC
ES Global LLC
ES Mobile Gordon Oaks LLC

## EXHIBIT A

Entity Name
ES Roanoke LLC
ES Sheridan 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 Group I Ownership, LLC
Fairway Group I, LLC
Forest Lake Estates LLC
Fuse Ad Agency Inc
Gainesville Mall Property, LLC
Gemstone Assisted Living Community LLC
Graham's Ferry Road Property, LLC
Graham's Ferry Road, LLC
Grand Court FW LLC
Greenleaf Farms I LLC
Greenville Cottages Property, LLC
Greenville Cottages, LLC
Gresham Senior Living, LLC
Harlingen GP LLC
HO 5, LLC
IIFJ LLC

## EXHIBIT A

Entity Name
HFI II LLC
HFLW Employee Distributions LLC
Highland Chaparral Senior Living GP, LLC
Highland Chaparral Senior Living Limited Partnership
Highland Chaparral Senior Living Property GP, LLC
Highland Chaparral Senior Living Property Limited Partnership
Holiday Lane Cottages GP, LLC
Holiday Lane Cottages Limited Partnership
Hoover Senior Living Property LLC
HR Industrial Properties I Ownership, LLC
HR Industrial Properties I, LLC
HR Retail Associates I Ownership, LLC
HR Retail Associates I, LLC
HR Retail Properties I, LLC
HR Salem Associates, LLC
HR Salem Ownership, LLC
HR Salem Properties, LLC
HR Stayton Retail Ownership, LLC
HR Stayton Retail, LLC
Jackson Hole Property LLC
JDP LLC
JH Stonebridge LLC
KDA Construction Inc
KDA Enterprises LLC
Kerrville Senior Living Property GP LLC
Kerrville Senior Living Property Limited Partnership
Kingman Senior Living Property, LLC

## EXHIBIT A

Entity Name
Kingman Senior Living, LLC
Lacey Senior Living, LLC
Macleay-Cordon LLC
MCK, LLC
Medallion GP LLC
Medford Senior Living Property, LLC
Medford Senior Living, LLC
Milton Senior Care, LLC
Mobile Gordon Oaks Senior Living Property LLC
Mt. Pleasant Oakdale I Property LLC
Mt. Pleasant Oakdale II Property LLC
MVP Sports LLC
Nanaimo GP, LLC
Nanaimo Senior Living Limited Partnership
Newnan Senior Living II Property, LLC
Ocala CH Property Ltd
Ocala CHGP LLC
Oregon Gardens Assisted Living, LLC
Ownership College Park Associates, LLC
PH Whitman Road Associates, LLC
PH Whitman Road, LLC
Pinchurst Oakdale Property LLC
Portland Senior Living Property, LLC
Post Falls Land, LLC
Post Falls Senior Living, LLC
Post Pointe Atlanta, LLC
Post Pointe MGR, Inc.



## EXHIBIT A

Entity Name
Poulsbo Senior Living, LLC
PRH Properties, LLC
Puyallup Senior Care, L.L.C.
Puyallup Senior Living, LLC
Redding Senior Care, LLC
Regal Estates Cottages GP, LLC
Regal Estates Cottages Limited Partnership
Riddle Road Property, LLC
River's Edge NC Apartments, LLC
River's Edge NC Property, LLC
Riverside Senior Living GP, LLC
Riverside Senior Living Limited Partnership
Rock Springs Senior Living, LLC
Rose Valley Cottages II, LLC
Roswell Assisted Living, LLC
Senenet, Inc.
Senior Living Holdings I, 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
Sheridan Senior Living Property, LLC
Shore Pines Assisted Living Community, LLC
Silver Indemnity, Ltd

EXHIBIT A

Entity Name
Silver Insurance Management, LLC
Silverstar Destinations LLC
Silverstar Outdoor LLC
Smart Park PH 1, LLC
Smart Park PH 3, LLC
Smart Park PH 4, LLC
Smart Park PH 5, LLC
Sunshine Village Cottages Property, LLC
Sunshine Village Cottages, LLC
Sunwest Associates II, LLC
Sunwest Associates III, LLC
Sunwest Associates Limited Liability Company
Sunwest Properties II, LLC
Sunwest Properties, LLC
SW Airplane Hangar, LLC
SW Hoop, LLC
TD I, LLC
TD/SR Property Investments, LLC
Temple Cottages GP, LLC
Temple Cottages Limited Partnership
Third Street Investments, LLC
University Care, LLC
Verus College Place I, LLC
West Salem Orchard Heights Property, LLC
West Salem Senior Living Property, LLC
West Salem Senior Living, LLC
Western Pennsylvania Senior Living GP, LLC

EXHIBIT A

Entity Name
Western Pennsylvania Senior Living Limited Partnership
Wichita Falls Apartments Property, LLC
Wichita Falls Apartments, LLC
Willow Trace Apartments, LLC
Willow Trace Property, LLC
Winston-Salem Oakdale Property, LLC
Woodburn Senior Living, LLC
Yakima Medical School Holdings, LLC