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AND DEBTORS IN POSSESSION

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

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Joint Administration Requested)

NOTICE OF FILING SUPPLEMENTAL EXHIBIT

PLEASE TAKE NOTICE of the *Priming Superpriority Debtor-in-Possession Credit Agreement*, attached hereto as Exhibit C to *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Use of Cash Collateral, (II) Authorizing Post-Petition Financing, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling the Final Hearing and Approving the Form and Method of Notice Thereof, and (VI) Granting Related Relief* (the "**Motion**") which supplements and supports the original filing of the Motion.

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



Dated: April 18, 2022
Dallas, Texas

POLSINELLI PC

/s/ Trinitee G. Green

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PROPOSED COUNSEL TO THE DEBTORS
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EXHIBIT C

**PRIMING SUPERPRIORITY
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

**BY AND BETWEEN
NORTHWEST SENIOR HOUSING CORPORATION**

AND

SENIOR QUALITY LIFESTYLES CORPORATION

AS DEBTORS,

AND

UMB BANK, N.A.,

IN ITS CAPACITY AS TRUSTEE,

AS DIP LENDER

DATED AS OF APRIL [], 2022

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THIS PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT is made as of April [], 2022 by and between Northwest Senior Housing Corporation (“NSHC”) and Senior Quality Lifestyles Corporation (“SQLC” and together, the “Debtors”) and UMB Bank, N.A., in its capacity as Trustee (the “DIP Lender”).

RECITALS

WHEREAS, on April 14, 2022 (the “Petition Date”), the Debtors filed voluntary petitions for relief (the “Chapter 11 Cases”) under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”);

WHEREAS, NSHC owns and operates a continuing care retirement community on approximately 16.25 acres of real property in Dallas, Texas known as “Edgemere” (the “Facility”);

WHEREAS, UMB Bank, N.A. is the successor master trustee and bond trustee (together, the “Trustee”) to (i) JPMorgan Chase Bank, National Association, as the prior master trustee (the “Prior Master Trustee”) under that certain Amended and Restated Master Trust Indenture, Deed of Trust and Security Agreement, dated as of November 15, 1999 and effective as of April 1, 2006, by and between the Prior Master Trustee and the Debtors, as supplemented by that certain Supplemental Indenture Number 4, dated as of May 1, 2015, and as further supplemented by that certain Supplemental Indenture Number 6, dated as of March 1, 2017 (collectively, as amended and supplemented, the “Master Indenture”) and (ii) The Bank of New York Mellon Trust Company, National Association, as the prior bond trustee (the “Prior Bond Trustee”) under that certain (a) Indenture of Trust, dated as of May 1, 2015 (the “2015 Bond Indenture”), by and between the Issuer and the Prior Bond Trustee and (b) that certain Indenture of Trust, dated as of March 1, 2017 (the “2017 Bond Indenture” and together with the 2015 Bond Indenture, the “Bond Indentures”), by and between the Issuer and the Prior Bond Trustee;

WHEREAS, pursuant to the 2015 Bond Indenture, the Issuer issued its Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation – Edgemere Project) Series 2015A in the original aggregate principal amount of \$53,600,000 (the “2015A Bonds”) and its Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation – Edgemere Project) Series 2015B in the original aggregate principal amount of \$40,590,000 (the “2015B Bonds” and collectively with the 2015A Bonds, the “2015 Bonds”). Pursuant to the 2017 Bond Indenture, the Issuer issued its Retirement Facility Revenue Bonds (Northwest Senior Housing Corporation – Edgemere Project), Series 2017 in the original aggregate principal amount of \$21,685,000 (the “2017 Bonds” and collectively with the 2015 Bonds, the “Bonds”);

WHEREAS, the proceeds of the Bonds were loaned to NSHC by the Issuer pursuant to that certain Loan Agreement, dated as of May 1, 2015, by and between the Issuer and NSHC (the “2015 Loan Agreement”) and that certain Loan Agreement, dated as of March 1, 2017, by and between the Issuer and NSHC (the “2017 Loan Agreement” and together with the 2015 Loan Agreement, the “Loan Agreements”);

WHEREAS, the proceeds of the Bonds loaned to NSHC were used to, among other things, (i) finance or refinance the cost of the acquisition, construction, renovation and equipping of the Facility, including capital expenditures; (ii) fund various accounts and funds held by the Trustee; and (iii) pay certain costs associated with the issuance of the Bonds;

WHEREAS, pursuant to the Master Indenture and the Loan Agreements, NSHC executed three promissory notes in the amounts of the Bonds for the benefit of the Issuer (collectively, the “Notes”);

WHEREAS, the Issuer’s rights under the Loan Agreements and the Notes were assigned to the Trustee pursuant to the terms of the Bond Indentures;

WHEREAS, the Bond Indentures, the Loan Agreements, the Master Indenture, and any other document or agreement delivered as security for, or in respect to, the Bonds or the Debtors’ obligations under any of such documents are collectively referred to herein as the “Prepetition Credit Agreements”;

WHEREAS, pursuant to the Prepetition Credit Agreements, NSHC granted to the Trustee first-priority security interests in the following assets of NSHC: (i) all revenue, accounts, accounts receivable, and Gross Revenues (as defined in the Master Indenture) of NSHC; (ii) all general intangibles, equipment, inventory and other personal property of NSHC; (iii) NSHC’s leasehold interest created by that certain Ground Lease, dated as of November 5, 1999 (the “Ground Lease”), by and between NSHC and Intercity Investment Properties, Inc. (the “Landlord”), including all buildings, structures, fixtures, additions, enlargements, extensions, improvements, modifications or repairs associated therewith; (iv) all of the proceeds of the foregoing; and (v) all funds held in the various accounts established under the Prepetition Credit Agreements. The assets referred to in (i) through (v), plus any other assets of NSHC subject to the Trustee’s security interests granted under the Prepetition Credit Agreements, are referred to herein as the “Prepetition Collateral”;

WHEREAS, the Debtors have requested, and the DIP Lender has agreed, to provide a working capital facility to support the Debtors’ working capital needs during the Chapter 11 Cases, pursuant to the terms and conditions hereof; and

WHEREAS, the DIP Lender is only willing to provide the DIP Loans hereunder if the Debtors grant to the DIP Lender a priming, first priority lien and superpriority administrative claim on the DIP Collateral, subject only to the Carve-Out and other Permitted Liens and the Financing Orders.

NOW THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINED TERMS

Section 1.1 Definitions.

(a) As used in this Agreement, including, without limitation, the preamble, recitals, exhibits and schedules hereto, the following terms have the meanings stated:

“Account” has the meaning set forth in the UCC.

“Action” against a Person means an action, suit, litigation, arbitration, investigation, complaint, contest, hearing, inquiry, inquest, audit, examination or other proceeding threatened or pending against or affecting such Person or its property, whether civil, criminal, administrative, investigative or appellate, in law or equity, before any arbitrator or Governmental Body, including but not limited to the Landlord Action.

“Affiliate” means, with respect to a Person, any other Person which directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Person, and without limiting the generality of the foregoing, includes (i) any Person which beneficially owns or holds ten (10%) percent or more of any class of the Capital Stock of such Person or other equity interests in such Person, (ii) any Person of which such Person beneficially owns or holds ten (10%) percent or more of any class of the Capital Stock or in which such Person beneficially owns or holds ten (10%) percent or more of the equity interests, (iii) any director or executive officer of such Person. For the purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Capital Stock, by agreement or otherwise.

“Agreement” means this Priming Superpriority Debtor-in-Possession Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

“Asset Sale” means a sale, lease or sublease (as lessor or sublessor), sale and leaseback, assignment, conveyance, transfer or other disposition to, or any exchange of property with, any Person, in one or more transactions or a series of related transactions, of all or any part of the businesses of the Debtors, and/or of all or any part of the assets or properties of any kind of the Debtors, whether real, personal, or mixed and whether tangible or intangible, whether now owned or hereafter acquired, other than (a) inventory (or other assets) sold or leased in the ordinary course of business, (b) sales or dispositions of obsolete, worn-out or excess furniture, fixtures, equipment or other property in the ordinary course of business and (c) the actual or constructive loss of any property or the use thereof.

“Assignee” means has the meaning set forth in Section 9.4(b).

“Assignment” has the meaning set forth in Section 9.4(b).

“Authorized Officer” means, as applied to any Person, any individual holding the position of chairman of the board, executive director (or the equivalent thereof), chief executive officer, chief financial officer, any vice president or treasurer or the Person or entity acting in that capacity.

“Bankruptcy Code” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Court” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Milestones” has the meaning set forth in the Financing Orders.

“Bi-Weekly Budget Report” means, a bi-weekly report (i.e., a report issued once in each two-week period) certified by an Authorized Officer for NSHC, substantially in the same form as the Budget, indicating (i) a comparative reconciliation, on a line-by-line and aggregate basis, of actual cash receipts and disbursements against the cash receipts and disbursements forecast in the Budget, and the percentage variance thereof, for (A) the bi-weekly period ended on (and including) the immediately preceding Sunday, (B) a rolling four-week period, and (C) the cumulative period to date; and (ii) a written explanation of such variances.

“Bond Indentures” has the meaning set forth in the recitals to this Agreement.

“Bonds” has the meaning set forth in the recitals to this Agreement.

“Borrowing” means an advance of a DIP Loan made hereunder on the Interim Order Entry Date or thereafter.

“Borrowing Certificate” has the meaning set forth in Section 2.2(b).

“Borrowing Date” means the date of a Borrowing.

“Budget” means the budget attached as Exhibit A itemizing on a bi-weekly basis all uses, and anticipated uses, of the DIP Loans, revenues projected to be received and all expenditures proposed to be made during such period, which Budget may be amended with the written consent of the DIP Lender.

“Business Day” means a day other than Saturday or Sunday or other day on which commercial banks in Houston, Texas or New York City, New York are authorized or required by law or other governmental action to close.

“Capital Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership

interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

“Carve-Out” has the meaning set forth in the Financing Orders.

“Cash” means a credit balance in any Deposit Account, money or currency.

“Change of Control” means any one or more of the following events: (i) the transfer (in one transaction or a series of transactions) of all or substantially all of the assets of NSHC to any Person or group; (ii) the liquidation or dissolution of NSHC or the adoption of a plan by the Board of Directors of NSHC relating to the dissolution or liquidation of NSHC; (iii) the conversion of NSHC from a Texas non-profit corporation to a “for profit” corporation or other entity; or (iv) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, the power to exercise, directly or indirectly, a controlling influence over the management or policies of NSHC or control the election of members of the board of directors or equivalent governing body of NSHC.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Closing Date” means the date hereof.

“Commitment Fee” has the meaning set forth in Section 2.5(c) of this Agreement.

“Committee” means any committee of unsecured creditors appointed in the Chapter 11 Case.

“Controlled Account” has the meaning set forth in Section 5.1(f) and includes the Operating Account.

“Controlled Account Agreement” has the meaning set forth in Section 5.1(f).

“Consents” means any approval, consent, authorization or order of, notice to or registration or filing with, or any other action by, any Governmental Body or other Person.

“Credit Bid” means the submission by the DIP Lender of a bid at a public or private sale to purchase all or any portion of the DIP Collateral in which any of the DIP Obligations are used and applied as a credit against the purchase price.

“Debtors” has the meaning set forth in the Preamble to this Agreement; provided that “Debtors” shall include any of the Debtors’ successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative or with respect to the property of the estates of the Debtors, whether under chapter 11 of the Bankruptcy Code or any subsequent chapter 7 case and the Debtors’ successors upon conclusion of the Chapter 11 Cases).

“Debtor Relief Laws” shall mean the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium,

rearrangement, receivership, insolvency, reorganization, examinership, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

“Deposit Account” means any deposit account (as such term is defined in the UCC), including, without limitation, a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“DIP Collateral” means all currently owned or hereafter acquired property and assets of the Debtors of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including, without limitation, accounts, revenues, inventory, equipment, capital stock in subsidiaries, investment property, instruments, chattel paper, real estate, leasehold interests (including under the Ground Lease), contracts, general intangibles, patents, copyrights, trademarks, deposit accounts, intercompany claims, claims against affiliates, Actions, tax refund claims, commercial tort claims, insurance proceeds and insurance premium refunds.

“DIP Collateral Documents” means the Controlled Account Agreements, the Leasehold Mortgage and all other instruments, documents and agreements delivered by the Debtors pursuant to this Agreement or any of the other DIP Loan Documents pursuant to which the Debtors grant a DIP Lien, or any other Lien, mortgage, or encumbrance, to the DIP Lender, as any of the foregoing may be amended, restated, supplemented, modified, or replaced from time to time. For the avoidance of doubt, the DIP Collateral Documents do not include the Financing Orders.

“DIP Commitment Period” means (a) with respect to Initial DIP Loans, the period commencing on Interim Order Entry Date and ending on May 17, 2022 and (b) with respect to remaining DIP Loans (exclusive of the Initial DIP Loans), the period commencing on the Final Order Entry Date and ending on the Maturity Date.

“DIP Lender” has the meaning set forth in the Preamble to this Agreement.

“DIP Lien” means any Lien granted under or pursuant to any DIP Collateral Document or the Financing Orders.

“DIP Loan” has the meaning set forth in Section 2.1(a).

“DIP Loan Commitment” means the amount set forth in Schedule 2.1 or such lesser amount as determined in accordance with the Financing Orders and the Budget.

“DIP Loan Document” means any of this Agreement, the DIP Collateral Documents and all other documents, instruments or agreements executed and delivered by the Debtors for the benefit of the DIP Lender in connection herewith.

“DIP Obligations” means all indebtedness, obligations, covenants, duties of payment or performance of every kind and all other liabilities of the Debtors from time to time owed to DIP Lender, whether direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, owing, arising, due or incurred under this Agreement, the Financing Orders or any DIP Loan Document or in respect of any of the DIP Loans, or any other instruments at any time evidencing any of the foregoing or otherwise, including, without limitation, all obligations to repay principal of and interest on the DIP Loans, and to pay interest, costs, charges, expenses, professional fees, and all sums chargeable to the Debtors under the DIP Loan Documents and the Financing Orders and Debtors’ obligation to provide the DIP Lender with adequate protection of its interests in the DIP Collateral and other property to be used, sold, leased or otherwise disposed of by the Debtors under the terms of the Financing Orders.

“Dollars” and the sign “\$” mean the lawful money of the United States of America.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA that is sponsored, maintained or contributed to by, or required to be contributed to by, the Debtors.

“Environmental Laws” means all federal, state, local and foreign laws (including without limitation common law), treaties, statutes, regulations and rules whether now or hereinafter in effect relating in any way to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or health and safety matters, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, in each case as amended, and all rules, regulations, judgments, decrees, orders and licenses arising under all such laws.

“Environmental Liability” means any actual, alleged or contingent liability or obligations of the Debtors directly or indirectly resulting from or based on (i) violations or alleged violations of any Environmental Law, (ii) the generation, use, handling, transportation, management, storage, treatment or disposal of any Hazardous Material, (iii) exposure to any Hazardous Material, (iv) the release or threatened release of any Hazardous Material into the environment or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with any of the foregoing.

“Environmental Permits” means all permits, licenses, authorizations, registrations and other governmental consents required by applicable Environmental Laws for the use, storage, treatment, transportation, release, emission and disposal of raw materials, by-products, wastes and other substances used or produced by or otherwise relating to the operations of the Debtors.

“Equipment” means, as to the Debtors, all of the Debtors’ now owned and hereafter acquired equipment, wherever located, including machinery, data processing and

computer equipment (whether owned or licensed and including embedded software), vehicles, tools, furniture, fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and substitutions and replacements thereof, wherever located.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“ERISA Affiliate” means, as applied to any Person, (i) any corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member, (ii) any trade or business (whether or not incorporated) that is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member, and (iii) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member. Any former ERISA Affiliate of the Debtors shall continue to be considered an ERISA Affiliate of the Debtors within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Debtors and with respect to liabilities arising after such period for which the Debtors could be liable under the Internal Revenue Code or ERISA.

“Event of Default” means each of the conditions or events set forth in Section 8.1.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the DIP Lender or required to be withheld or deducted from a payment to the DIP Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the DIP Lender being organized under the laws of, or having its principal office or, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are imposed as a result of a present or former connection between the DIP Lender and the jurisdiction imposing such Tax (other than connections arising from the DIP Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, or sold or assigned an interest in any DIP Loan or any DIP Loan Document), (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of the DIP Lender with respect to an applicable interest in a DIP Loan pursuant to a law in effect on the date on which the DIP Lender acquires such interest in the DIP Loan, (c) Taxes attributable to the DIP Lender’s failure to comply with Section 7.1(c) and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Facility” has the meaning set forth in the recitals to this Agreement.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future

regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code.

“Final Order” means a final order (which must be acceptable in form and substance to the DIP Lender in its sole discretion) entered or to be entered by the Bankruptcy Court authorizing the secured financing under the DIP Loan Documents.

“Final Order Entry Date” means the date on which the Bankruptcy Court enters the Final Order.

“Financing Orders” means, collectively, the Interim Order, the Final Order and such other orders relating thereto or authorizing the granting of credit by DIP Lender to the Debtors on an emergency, interim or permanent basis, pursuant to section 364 of the Bankruptcy Code as may be issued or entered by the Bankruptcy Court in the Chapter 11 Case.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods to which reference is made.

“Ground Lease” has the meaning set forth in the recitals to this Agreement.

“Governmental Body” means any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any administrative, judicial, legislative, executive, regulatory, police or taxing authority of any government, whether supranational, national, federal, state, regional, provincial, local, domestic or foreign, and includes, without limitation, the European Union and its agencies and instrumentalities.

“Hazardous Materials” means any hazardous or toxic substance, waste, contaminant, pollutant, gas or material, including, without limitation, radioactive materials, oil, petroleum and petroleum products and constituents thereof, which are regulated under any Environmental Law, including, without limitation, any substance, waste or material which is (i) designated a “pollutant”, “hazardous substance”, “extremely hazardous substance” or “toxic chemical” under any Environmental Law, or (ii) regulated in any way under the Regulations of any state or other jurisdiction where the Debtors conducts its business or owns any real property or has any leasehold or in which any Relevant Property is located.

“Indebtedness” means, with respect to any Person, without duplication, the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person for the deferred purchase price of property or services (other than accounts payable and accrued liabilities that would be classified as current liabilities under GAAP if and only for so long as such item of such accounts payable and accrued liabilities is no more than 90 days past due), (iii) all obligations of such Person evidenced by notes, bonds, debentures or similar borrowing or securities instruments, (iv) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (v) all obligations of such Person as

lessee under Capital Leases, (vi) all obligations of such Person in respect of banker's acceptances and letters of credit, (vii) all obligations of such Person secured by Liens on the assets and property of such Person, (viii) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Capital Stock or other ownership or profit interest in such Person or any other Person or any warrants, rights or options to acquire such Capital Stock, (ix) net liabilities in respect of such Person's hedge agreements as determined in accordance with GAAP, (x) all obligations of such Person in respect of any guaranty by such Person of any obligation of another Person of the type described in clauses (i) through (ix) of this definition and (xi) all obligations of another Person of the type described in clauses (i) through (x) secured by a Lien on the property or assets of such Person (whether or not such Person is otherwise liable for such obligations of such other Person).

"Indemnified Taxes" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Debtors under any DIP Loan Document.

"Initial DIP Loans" means the amount set forth on Schedule 2.1 or such lesser amount as set forth in the Interim Order and the Budget.

"Intellectual Property" means, collectively, all copyrights, all patents and all trademarks, together with: (i) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (ii) all licenses or user or other agreements granted to the Debtors with respect to any of the foregoing, in each case whether now or hereafter owned or used including the licenses or other agreements with respect to any DIP Collateral; (iii) all customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (iv) all sales data and other information relating to sales or service of products now or hereafter manufactured; (v) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; and (vi) all causes of action, claims and warranties, in each case, now or hereafter owned or acquired by the Debtors in respect of any of the items listed above.

"Interim Order" means an interim order (which must be acceptable in form and substance to the DIP Lender in its sole discretion) entered or to be entered by the Bankruptcy Court authorizing the secured financing (including the Initial DIP Loans) under the DIP Loan Documents.

"Interim Order Entry Date" means the date on which the Bankruptcy Court issues the Interim Order.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, and any successor statute.

“Investment” means (i) any direct or indirect purchase or other acquisition by the Debtors of, or of a beneficial interest in, any of any Capital Stock of any other Person, (ii) any direct or indirect redemption, retirement, purchase or other acquisition for value, by the Debtors from any Person, of any Capital Stock of such Person, and (iii) any direct or indirect loan, advance or capital contribution by the Debtors to any other Person, including all indebtedness and accounts receivable from that other Person that are not current assets or did not arise from sales of inventory to that other Person in the ordinary course of business and/or constitute ordinary trade credit extended in the ordinary course of business. The amount of any Investment shall be the original cost of such Investment plus the cost of all additional Investments, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment.

“Issuer” has the meaning set forth in the recitals to this Agreement.

“Knowledge” means, with respect to the Debtors, the actual knowledge of the Debtors’ Authorized Officers following reasonable due diligence.

“Landlord” has the meaning set forth in the recitals to this Agreement.

“Landlord Action” means NSHC’s litigation in the Bankruptcy Cases against the Landlord.

“Leasehold Mortgage” means that certain Leasehold Mortgage to be entered into between NSHC and the DIP Lender.

“Leasehold Property” means any leasehold interest of the Debtors as lessee under any lease of real or personal property, including the Ground Lease, other than any such leasehold interest designated from time to time by the DIP Lender in its sole discretion as not being required to be included in the DIP Collateral or with respect to which the applicable lease includes an enforceable prohibition on the grant of a security interest therein.

“Loan Agreements” has the meaning set forth in the recitals to this Agreement.

“Lien” means any mortgage, deed of trust, security interest, charge, pledge, hypothecation, assignment, attachment, deposit arrangement, encumbrance, lien (statutory, judgment or otherwise, but excluding any right of set off arising by operation of law or pursuant to agreements entered into in the ordinary course of business), or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any Capital Lease, any Synthetic Lease, any financing lease involving substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction in respect of the foregoing).

“Margin Stock” means “margin stock” as defined in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

“Material Adverse Effect” means any material adverse effect on or change in (i) the ability of NSHC to perform their obligations hereunder or under of any of the DIP Loan Documents, (ii) the legality, validity or enforceability of any DIP Loan Document, or (iii) the DIP Collateral or the perfection or priority of any DIP Liens granted to the DIP Lender under any of the DIP Collateral Documents.

“Maturity Date” means the earliest to occur of the date that is (a) December 31, 2022, (b) the closing date of any Restructuring or sale of substantially all of the Debtors’ assets pursuant to an order entered by the Bankruptcy Court, (c) the confirmation of a plan of reorganization or liquidation for the Debtors in the Chapter 11 Cases, and (d) the date on which the DIP Lender accelerates the DIP Obligations (or the DIP Obligations automatically and immediately accelerate) or the DIP Obligations otherwise become immediately due and payable, in each case pursuant to the terms of the Financing Orders.

“Multiemployer Plan” means any Employee Benefit Plan that is a “multi-employer plan” as defined in Section 3(37) of ERISA.

“Net Asset Sale Proceeds” means, for the Debtors, with respect to any Asset Sale, an amount equal to: (i) Cash payments (including any Cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) received by the Debtors from such Asset Sale, minus (ii) the sum of (a) documented brokerage, consultant and other documented fees and expenses actually incurred in connection with such Asset Sale and (b) Taxes paid or reasonably estimated to be payable as a result of such Asset Sale.

“Net Indebtedness Proceeds” means the proceeds of any Indebtedness incurred by the Debtors after the Petition Date (other than pursuant to this Agreement) minus if, at the time of payment thereof and after giving thereto, (i) the Debtors are in pro forma compliance with the provisions of Section 6.2, (ii) any such payment is permitted to be made at such time in accordance with the Budget and (iii) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and documented out-of-pocket attorneys’ fees, accountants’ fees, and other documented fees and expenses actually incurred in connection with the issuance of such Indebtedness.

“Net Insurance/Condemnation Proceeds” means, for the Debtors, an amount equal to: (i) any Cash payments or proceeds received by or owed to the Debtors (A) under any casualty insurance policy in respect of a covered loss thereunder or (B) as a result of the taking of any assets of the Debtors by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking minus (ii) the sum of (A) any documented costs and expenses (including reasonable out-of-pocket attorney’s fees) incurred by the Debtors in connection with the adjustment or settlement of any claims of the Debtors in respect thereof, and (B) any bona fide and documented costs actually incurred in connection with any sale of such assets as referred to in clause (i)(B) of this definition, including Taxes paid or reasonably estimated to be payable as a result of any gain recognized in connection therewith.

“Net Proceeds” means, as of any time, the aggregate of Net Asset Sale Proceeds, Net Insurance/Condemnation Proceeds and Net Indebtedness Proceeds.

“Notices” has the meaning set forth in Section 9.2.

“Operating Account” means NSHC’s deposit account at Bankers Trust (6121), currently used as their operating account, which deposit account may only be changed with the written consent of the DIP Lender.

“PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56).

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Pension Plan” means any Employee Benefit Plan, other than a Multiemployer Plan, that is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

“Permit” means any permit, license, approval, consent, permission, notice, franchise, confirmation, endorsement, waiver, certification, registration, qualification, clearance or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any federal, state, local or foreign Regulation.

“Permitted Indebtedness” means the Indebtedness permitted pursuant to Section 6.1(a).

“Permitted Investment” has the meaning set forth in Section 6.1(c).

“Permitted Liens” has the meaning set forth in Section 6.1(b).

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, other legal entities and Governmental Bodies.

“Petition Date” has the meaning set forth in the recitals to this Agreement.

“Plan Support Agreement” means a Plan Support Agreement that may be entered into among NSHC, the Trustee and certain holders of the Bonds.

“Post-Petition” means following the Petition Date.

“Prepetition Collateral” has the meaning set forth in the recitals to this Agreement.

“Prepetition Credit Agreements” has the meaning set forth in the recitals to this Agreement.

“Prepetition Bond Indebtedness” means the Indebtedness issued or loaned and outstanding under a Prepetition Credit Agreement.

“Prepetition Obligations” means all obligations of the Debtors arising prior to the Petition Date.

“Prepetition Payment” means a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of Prepetition Obligations or other prepetition claims against the Debtors.

“Prepetition Secured Parties” means the Trustee under the Prepetition Credit Agreements.

“Regulation” means each applicable law, rule, regulation, or order, by any Governmental Body, central bank or comparable agency and any request or directive (if having the force of law) of any of those Persons and each judgment, injunction, order, writ, decree or award of any Governmental Body, arbitrator or other Person.

“Released Parties” shall have the meaning given such term in Section 9.21.

“Relevant Property” means, for the Debtors, all sites, facilities, locations, real property and leaseholds (i) presently or formerly owned, leased, used or operated by the Debtors (whether or not such properties are currently owned, leased, used or operated by the Debtors) or (ii) at which any Hazardous Material has been transported, disposed, treated, stored or released by the Debtors.

“Restructuring” means a restructuring of NSHC’s financial obligations with respect to the Bonds and the other outstanding obligations.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

“Synthetic Lease” means any lease of goods or other property, whether real or personal, which is treated as an operating lease under GAAP and as a loan or financing for U.S. income tax purposes.

“Tax” means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed.

“Trustee” has the meaning set forth in the recitals to this Agreement.

“UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in the State of New York; provided that if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection or the priority of the DIP Liens is governed by the Uniform Commercial Code as in effect in a United States jurisdiction other than New York, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“United States Trustee” means the United States Trustee for the Northern District of Texas.

(b) Capitalized terms used but not defined above or elsewhere herein shall have the meanings given to such terms in the Financing Orders, as applicable.

ARTICLE II LOANS

Section 2.1 DIP Loans.

(a) Subject to the terms and conditions set forth herein and in the Financing Orders, upon Debtors’ request for a DIP Loan in accordance with Section 2.2(b), the DIP Lender agrees to make term loans pursuant to this Section 2.1(a) (collectively, the “DIP Loans”) during the DIP Commitment Period in an amount equal to such requested DIP Loan. Each such DIP Loan shall be for purposes consistent with the Budget and otherwise consistent with this Agreement and the Financing Orders; provided that both before and after giving effect to any DIP Loan, the aggregate amount of all DIP Loans made shall not exceed the DIP Loan Commitment. Once repaid, DIP Loans borrowed hereunder may not be reborrowed.

(b) Any amount borrowed under this Section 2.1 shall, along with all other DIP Obligations (including accrued and unpaid costs, and expenses), be entitled to the DIP Liens on the DIP Collateral and the other rights and benefits provided pursuant to the Financing Orders, this Agreement and the other DIP Loan Documents.

Section 2.2 Borrowing Mechanics.

(a) The DIP Loans shall be funded by the DIP Lender into the Operating Account (which must be a Controlled Account), and anything herein to the contrary notwithstanding, shall be disbursed solely in accordance with the Budget and the Financing Orders (both as to timing and amount of any such requests), subject to Sections 3.1 and 3.2.

(b) Not less than four Business Days prior to any Borrowing Date, the Debtors shall deliver to the DIP Lender a fully executed Borrowing Certificate no later than 10:00 a.m. (New York City time) on such date. Such Borrowing Certificate, a form of which is attached hereto as Exhibit B (each a “Borrowing Certificate”), shall specify the amount of the proposed DIP Loan and the Borrowing Date thereof, and shall certify that the amount of the proposed DIP Loan, after accounting for other available funds held by the Debtors, is reasonably

expected to be needed to pay amounts coming due in the fourteen (14) days immediately following such Borrowing Date, as set forth in the Budget. On the Borrowing Date specified in any Borrowing Certificate, the DIP Lender shall disburse such funds to the Operating Account and shall use reasonable efforts to make the funds available to the Debtors no later than 2:00 p.m. (New York City time) on the requested Borrowing Date.

Section 2.3 Use of Proceeds. The proceeds of the DIP Loans shall be used by the Debtors, subject to and in accordance with the Budget and the Financing Orders, solely for (i) working capital and general corporate purposes of the Debtors, (ii) bankruptcy-related costs and expenses, and (iii) the payment of administrative expenses approved by the Bankruptcy Court. None of the proceeds of the DIP Loans shall be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Lender (whether in its capacity as DIP Lender, Prepetition Secured Party, Trustee or in any other capacity), the beneficial owners of the Bonds, or any of their respective advisors, agents and sub-agents, including in connection with the validity of the DIP Liens granted to the DIP Lender, or the Liens granted to the Prepetition Secured Parties in the Prepetition Collateral arising under the Prepetition Credit Agreements.

Section 2.4 Evidence of Debt. The DIP Lender shall maintain in its internal records an account or accounts evidencing the DIP Obligations owed to the DIP Lender, including the amounts of the DIP Loans owed to it and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on the Debtors, absent manifest error; provided, failure to make any such recordation, or any error in such recordation, shall not affect the DIP Loan Commitment, the DIP Loans or any of the DIP Obligations.

Section 2.5 Interest and Fees on Loans.

(a) Applicable Rate; Payment of Interest. Interest shall accrue on the full amount of the DIP Loan Commitment from the Interim Order Entry Date through the Maturity Date at a simple rate per annum equal to ten percent (10%). Accrued interest shall be due and payable on the Maturity Date.

(b) Calculation of Interest Rates. Interest payable pursuant to this Section 2.5 shall be computed on the basis of a 360-day year for the actual number of days elapsed in the period during which it accrues.

(c) Commitment Fee. The DIP Lender will be entitled to a fee equal to two percent (2%) of the DIP Loan Commitment, which shall be fully earned upon the Interim Order Entry Date and payable on the Maturity Date.

(d) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the DIP Loan Commitment and any accrued interest, fees and other amounts owed hereunder (including the Commitment Fee), shall thereafter bear interest at a rate of twelve percent (12%) per annum.

Section 2.6 Repayment. Subject to Sections 2.8 and 2.9, the DIP Loans shall be due and payable, and the Debtors shall be required to repay all of the DIP Obligations (including,

without limitation, all accrued and unpaid principal, interest, fees, costs, and expenses on the DIP Loans, including the Commitment Fee) on the Maturity Date.

Section 2.7 Prepayments.

(a) Mandatory Prepayments; Net Proceeds. No later than the first Business Day following the date of receipt by the Debtors of any Net Proceeds, the Debtors shall prepay the DIP Loans (including the applicable portion of the accrued costs and expenses) as set forth in Section 2.9 in an aggregate amount equal to such Net Proceeds.

(b) Prepayment Certificate. Concurrently with any prepayment of the DIP Loans pursuant to Section 2.7(a), the Debtors shall deliver to the DIP Lender a certificate of an Authorized Officer demonstrating the calculation in reasonable detail of the amount of the applicable Net Proceeds. In the event that the Debtors shall subsequently determine that the actual amount received exceeded the amount set forth in such certificate, the Debtors shall promptly make an additional prepayment of the DIP Loans in accordance with Section 2.9 in an amount equal to such excess, and the Debtors shall concurrently therewith deliver to the DIP Lender a certificate of an Authorized Officer demonstrating the derivation of such excess.

(c) Voluntary Prepayment. The Debtors may prepay the DIP Loans (including the applicable portion of the accrued costs and expenses) in whole or in part at any time upon three (3) Business Days' prior notice to the DIP Lender, provided that any partial prepayment will be in a minimum amount of \$100,000.

Section 2.8 Application of Payments and Proceeds. Any amount required to be paid pursuant to Section 2.7(a) or any other provision of this Agreement, and all proceeds of the DIP Collateral (whether before or after an Event of Default) shall be applied (a) first, to pay any amounts (including reasonable and documented attorneys' fees) payable to the DIP Lender under Section 9.3 hereof, (b) second, to pay accrued and unpaid interest, costs, expenses and other outstanding DIP Obligations, (c) third, to repay any principal amounts outstanding in respect of the DIP Loans, and (d) fourth, to the Debtors.

Section 2.9 General Provisions Regarding Payments.

(a) Payments. All payments by the Debtors of principal, interest and other DIP Obligations shall be made by the Debtors to the DIP Lender in Dollars in same day funds, without defense, setoff or counterclaim, free of any restriction or condition, and delivered to the DIP Lender not later than 4:00 p.m. (New York City time) on the date due at the DIP Lender's office for receipt of notices hereunder (or as otherwise instructed by the DIP Lender to the Debtors) without presentment, demand, protest or notice of any kind, all of which are expressly waived by the Debtors.

(b) Late Payments. The DIP Lender shall be permitted to consider any payment made by or on behalf of the Debtors that is not made in same day funds prior to 4:00 p.m. (New York City time) as a late payment, and any such late payment shall be deemed received on the next Business Day. The DIP Lender shall give prompt telephonic notice to the Debtors (confirmed in writing) if any payment is considered late hereunder. To the extent any late payment is received, the DIP Lender shall be permitted to declare by notice to the Debtors

(confirmed in writing) a Default or Event of Default to the extent so provided under the terms of Section 8.1. Interest shall continue to accrue on any late payment until the Business Day following receipt thereof.

(c) Payments to Include Accrued Interest. All payments in respect of the principal amount of any DIP Loan shall include payment of accrued interest on the principal amount being repaid or prepaid calculated in accordance with Section 2.5, and all such payments shall be applied to the payment of interest before application to principal.

(d) Business Days. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder.

Section 2.10 Termination of DIP Loan Commitments. Unless previously terminated, the DIP Loan Commitment shall automatically terminate at the end of the DIP Commitment Period. Upon the making of any DIP Loan, the DIP Loan Commitment shall be permanently reduced by an amount equal to the principal amount of such DIP Loan.

ARTICLE III CONDITIONS PRECEDENT; CONDITIONS SUBSEQUENT

Section 3.1 Conditions Precedent; Closing Date. The obligation of the DIP Lender to make any DIP Loan on any date on which the Debtors request a Borrowing is subject to the satisfaction, or waiver in accordance with Section 9.1, of the following conditions on or before the Closing Date:

(a) Certificate. The DIP Lender shall have received a certificate of an Authorized Officer of the Debtors with respect to (i) the articles of incorporation of the Debtors, (ii) the bylaws of the Debtors, (iii) the resolutions of the board of directors of the Debtors approving each DIP Loan Document and such other agreements, instruments, certificates or other documents required to be delivered by the Debtors under the DIP Loan Documents and the performance of the obligations of the Debtors thereunder, and (iv) the names and true signatures of any officers of the Debtors who the Debtors desire to sign DIP Loan Documents from time to time (all of whom shall be Authorized Officers).

(b) Good Standing Certificate. The DIP Lender shall have received a good standing certificate from the applicable Governmental Body of the jurisdiction of incorporation of the Debtors and in each jurisdiction in which it is qualified as a foreign corporation or other entity to do business, each dated within thirty (30) days prior to the Closing Date.

(c) Financing Orders. The Financing Orders, and all motions relating thereto, approving and authorizing the DIP Loans, all provisions thereof and the priorities and DIP Liens granted under Bankruptcy Code section 364(c) and (d), as applicable, shall be in form and substance satisfactory to the DIP Lender and its counsel in their sole discretion, the Interim Order shall have been entered by the Bankruptcy Court on or before the date hereof and the Final Order shall be scheduled to be issued no later than May 17, 2022, and shall include, without limitation, provisions (a) modifying the automatic stay to permit the creation and perfection of

the DIP Liens, (b) providing for the vacation of such stay to permit the enforcement of the DIP Lender's rights and remedies under the DIP Loan Documents, (c) upon entry of the Final Order, prohibiting the assertion of claims arising under sections 506(c) or 552(b) of the Bankruptcy Code against the DIP Lender or the Trustee or, except as expressly permitted therein, the commencement of other actions adverse to the DIP Lender or its respective rights and remedies under the DIP Loan Documents, the Financing Orders, or any other order, (d) prohibiting the incurrence of Indebtedness by Debtors, other than Permitted Indebtedness, with priority equal to or greater than the DIP Loans, (e) prohibiting any granting or imposition of Liens other than DIP Liens and Permitted Liens, and (f) authorizing and approving the Debtors to execute and deliver the DIP Loan Documents to which each shall be a party and the transactions contemplated therein, including, without limitation, the granting of the super priority status, the first-priority and priming security interests and DIP Liens upon the DIP Collateral and the payment of all fees and expenses due to the DIP Lender. As of the Final Order Entry Date, the Final Order shall further state, among other things, that, upon entry of the Final Order, (a) the DIP Lender, the Prepetition Secured Parties, and all of their respective counsel, advisors and consultants, shall each be entitled to the benefit of a "good faith" finding pursuant to section 364(e) of the Bankruptcy Code, (b) the assertion of claims arising under sections 506(c) or 552(b) of the Bankruptcy Code against the DIP Lender or the Trustee is prohibited; and (c) the DIP Lender is permitted to Credit Bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the DIP Loans, in whole or in part, in connection with any sale or disposition of assets in the Chapter 11 Cases.

(d) Compliance with Financing Orders. No Financing Order shall have been reversed, modified, amended, stayed or vacated, in the case of any modification or amendment, in a manner, or relating to a matter, without the consent of the DIP Lender. The Debtors shall be in compliance in all material respects with the Financing Orders and all other orders of the Bankruptcy Court binding on it.

(e) Debtors-in-Possession. No trustee or examiner shall have been appointed with respect to the Debtors or their properties.

(f) First Day Motions. All "first day" motions and related orders entered by the Bankruptcy Court in the Chapter 11 Cases shall be in form and substance satisfactory to the DIP Lender and its counsel.

(g) Landlord Action. NSHC (i) shall initiate the Landlord Action by filing their complaint on the Petition Date, (ii) shall provide the DIP Lender and the Trustee regular updates on the status of the Landlord Action, including prompt notice of any developments associated therewith, and (iii) shall not settle or otherwise resolve the Landlord Action without the consent of the DIP Lender and the Trustee.

(h) Use of Proceeds and Information. The proceeds of the DIP Loans shall be used by the Debtors solely in accordance with the Budget and the DIP Lender shall receive such information (financial or otherwise) as may be reasonably requested by the DIP Lender.

(i) Litigation, etc. There shall not exist any material action, suit, investigation, litigation or proceeding pending (other than the Chapter 11 Cases and the Landlord

Action) or threatened in any court or before any Governmental Body that, in the reasonable opinion of the DIP Lender, has or could be reasonably likely to have a Material Adverse Effect.

(j) Cash Management. Cash management arrangements satisfactory to the DIP Lender in form and substance shall be in place. The DIP Lender or its advisors shall have completed a review of NSHC's cash management systems and determined that all material amounts of cash and cash equivalents of the Debtors are subject to a DIP Lien in favor of the DIP Lender pursuant to Controlled Account Agreements.

(k) Consents. Holders of a majority in principal amount of the Bonds outstanding shall have consented to the DIP Lender's entry into the DIP Loan Documents.

(l) No Default. No Default or Event of Default shall exist at the time of, or after giving effect to, the transactions contemplated on the Closing Date, including the advancing of any DIP Loans.

(m) Representations and Warranties. All representations and warranties in the DIP Loan Documents shall be true and correct as of the Closing Date.

(n) UCC Financing Statements. The DIP Lender shall have received UCC financing statements duly authorized by the Debtors with respect to all personal property DIP Collateral of the Debtors, for filing in all jurisdictions as may be necessary or, in the opinion of the DIP Lender, desirable, to perfect the security interests created in such DIP Collateral pursuant to the DIP Collateral Documents.

(o) DIP Loan Documents. The DIP Lender shall have received duly executed copies of each DIP Loan Document (other than any DIP Loan Document which the DIP Lender has allowed to be executed at a later date), with originals to promptly follow. The financing statements and other DIP Loan Documents related to perfection of the security interest and Liens of the DIP Lender in the DIP Collateral shall, at the DIP Lender's option, have been filed in all appropriate jurisdictions (or arrangements for such filings acceptable to the DIP Lender shall have been made).

(p) Other Actions to Perfect Security Interests. The DIP Lender shall have received evidence that Debtors shall have taken or caused to be taken any other action, executed and delivered or caused to be executed and delivered any other agreement, document and instrument, and made or caused to be made any other filing and recording (other than as set forth herein), reasonably required by the DIP Lender to perfect, and to ensure the perfection of, its security interests in the DIP Collateral with the priority required by the DIP Loan Documents.

(q) Other Information. The DIP Lender shall have received any other financial or non-financial information regarding the Debtors that the DIP Lender reasonably requested at least five (5) Business Days prior to the Closing Date.

(r) DIP Lender's Professional Fees and Costs. The Financing Orders shall require the Debtors pay, on the Maturity Date, all reasonable out-of-pocket fees and expenses of the DIP Lender incurred in connection with this Agreement and the other DIP Loan Documents, including the fees, costs and expenses of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC., as

counsel to the DIP Lender, and any other attorneys' fees, costs and expenses of local counsel to the DIP Lender. The DIP Lender shall be satisfied, in its sole discretion, that all such fees and expenses constitute DIP Obligations under the Financing Orders and are secured by the DIP Liens on the DIP Collateral.

(s) No Material Adverse Change. NSHC, as debtor-in-possession, shall have continued to operate its business in the ordinary course through the Closing Date, and since the Petition Date there shall have been no Material Adverse Effect.

Section 3.2 Conditions to Each Borrowing. The obligations of the DIP Lender to make any DIP Loan on any Borrowing Date, including the Closing Date, is subject to the satisfaction, or waiver in accordance with Section 9.1, of the following conditions precedent:

(a) Borrowing Certificate. The DIP Lender shall have received a fully executed and delivered Borrowing Certificate, in accordance with Section 2.2. Each Borrowing Certificate shall be executed by an Authorized Officer of the Debtors and delivered to the DIP Lender on a Business Day.

(b) Representations and Warranties. As of such Borrowing Date (both before and after giving effect to the advance of the DIP Loans and application of its proceeds), the representations and warranties of the Debtors contained in the DIP Loan Documents shall be true and correct in all material respects on and as of that Borrowing Date, as if made on and as of that Borrowing Date (except to the extent such representations and warranties specifically relate to an earlier date, such representations and warranties were true and correct on and as of such earlier date).

(c) No Event of Default. As of such Borrowing Date, no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the applicable Borrowing (or the application of its proceeds).

(d) Available Commitments. After making the DIP Loans requested on such Borrowing Date, the aggregate outstanding principal amount of the DIP Loans shall not exceed the amount of the DIP Loan Commitment.

(e) No Material Adverse Effect. Since the Interim Order Entry Date, no Material Adverse Effect shall have occurred after giving effect to the making of the DIP Loans.

Section 3.3 Conditions Subsequent. The Debtors shall timely perform all obligations and commitments in any post-closing written agreement between the DIP Lender and the Debtors with respect to any requirement of Sections 3.1 or 3.2 hereof that the DIP Lender has, in the exercise of its sole and absolute discretion, agreed to be satisfied at a later date.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties. To induce the DIP Lender to enter into this Agreement and to make each DIP Loan to be made hereby, NSHC hereby represents and warrants to the DIP Lender, on the Closing Date and on each Borrowing Date as follows:

(a) Status; Authorization. The Debtors are duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and is duly qualified and in good standing in every other jurisdiction where it is doing business except where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect, and, subject to the entry by the Bankruptcy Court of the Financing Orders, the execution, delivery and performance by the Debtors of the DIP Loan Documents (i) are within its respective authority, (ii) have been duly authorized, and (iii) do not conflict with or contravene its constitutive documents. Subject to the entry by the Bankruptcy Court of the Financing Orders, the execution, delivery, performance of its obligations, and exercise of its rights under the DIP Loan Documents by the Debtors, including, without limitation, the making of the DIP Loans under this Agreement, (y) do not require any Consents that have not been obtained or notices to third parties that have not been provided except to the extent such failure would not result in a Material Adverse Effect and (z) are not and will not be in conflict with or be prohibited or prevented by (A) any Regulation, (B) any corporate governance document, corporate minute or resolution of the Debtors or (C) any instrument, agreement or provision thereof, in each case binding on it or affecting any of its property. SQLC further represents to the DIP Lender that it does not own any material assets or engage in any business activity, nor do any of its Subsidiaries, and SQLC agrees to immediately notify the DIP Lender in the event of any change of circumstance that makes this representation untrue.

(b) Execution and Binding Effect. Subject to the entry by the Bankruptcy Court of the Financing Orders, upon execution and delivery thereof, each DIP Loan Document shall constitute the legal, valid and binding obligation of the Debtors, enforceable in accordance with its terms.

(c) Properties.

(i) NSHC has good and marketable title to all real property owned or purported to be owned by it, in each case free of all Liens other than the Permitted Liens, and has the right to occupy the property subject to the Ground Lease.

(ii) NSHC enjoys, and will enjoy, peaceful and undisturbed possession of, or a lease or license to use, all property (subject only to the Permitted Liens) that is necessary for the conduct of its business.

(d) Litigation. Except for the Chapter 11 Cases and the Landlord Action, there are no material legal or other proceedings or investigations pending or, to the Knowledge of NSHC, threatened against NSHC before any court, tribunal or regulatory authority which could, if adversely determined, alone or together, reasonably be expected to have a Material Adverse Effect.

(e) Governmental Approvals and Filings. Other than the Bankruptcy Court's entry of the Financing Orders and the filings and recordings contemplated by the DIP Collateral Documents, no approval, order, consent, authorization, certificate, license, permit or validation of, or exemption or other action by, or filing, recording or registration with, or notice to, any Governmental Body is or will be necessary in connection with the execution and delivery of this Agreement or any other DIP Loan Document, consummation by NSHC of the transactions herein

or therein contemplated, or performance of or compliance with the terms and conditions hereof or thereof. NSHC is not an “investment company” or a company “controlled” by an “investment company,” with the meaning of the Investment Company Act of 1940, as amended.

(f) Absence of Conflicts. Subject to the Bankruptcy Court’s entry of the Financing Orders, the execution and delivery by NSHC of this Agreement and each other DIP Loan Document to which it is a party and performance by it hereunder and thereunder will not violate any law (including, without limitation, Regulations T, U and X of the Federal Reserve Board) and will not conflict with or result in a breach of any order, writ, injunction, resolution, decree or other similar document or instrument of any court or Governmental Body or its certificate of incorporation or by-laws or similar constituent documents or create (with or without the giving of notice or lapse of time, or both) a default under or breach of any material agreement, bond, note or indenture, in each case to which it is a party (by successor in interest or otherwise), or by which it is bound or any material portion of its properties or assets is affected, in each case, the effect of which could reasonably be expected to be, have or reflect in a Material Adverse Effect or, except under the DIP Collateral Documents, result in the imposition of any Lien (other than Permitted Liens) of any nature whatsoever upon any of the properties or assets owned by or used in connection with the business of NSHC.

(g) DIP Collateral. From and after the Interim Order Entry Date, the DIP Lender shall have first-priority perfected security interests and DIP Liens in and to all of the DIP Collateral, free and clear of any Liens other than the Permitted Liens and the Carve-Out, and entitled to priority under applicable law, with no financing statements, hypothecations, chattel mortgages, real estate mortgages or similar filings on record with respect to the Debtors or the DIP Collateral anywhere other than such filings in connection with this Agreement, the DIP Collateral Documents or the Permitted Liens. Each of the representations and warranties made by NSHC in each DIP Collateral Document to which it is a party is true and correct in all material respects as of each date made or deemed made.

(h) Subsidiaries. Neither of the Debtors owns any Subsidiaries other than Seniority, Inc., a Texas corporation and SQLC, LSA, LLC, a Texas limited liability company, each of which are owned by SQLC.

(i) Material Misstatements and Omissions. Any projections and pro forma financial information contained in or delivered pursuant to any DIP Loan Document (including the Budget and each Bi-Weekly Budget Report) or any other document, certificate or written statement furnished to the DIP Lender pursuant to any DIP Loan Document are based upon good faith estimates and assumptions believed by NSHC to be reasonable at the time made.

(j) Budgets. All facts in the Budget and each Bi-Weekly Budget Report (when delivered) are accurate in all material respects and NSHC has disclosed to the DIP Lender all material assumptions in the Budget and each Bi-Weekly Budget Report. After giving effect to the DIP Loans projected to be made under the Budget, NSHC believes, in good faith and in the exercise of its commercially reasonable judgment, that it has or will have sufficient capital and funds to pay and satisfy the expenses, obligations and liabilities of NSHC as set forth, as and when provided to be paid or satisfied, in the Budget.

(k) Labor Practices. To the Knowledge of NSHC, NSHC is not engaged in any unfair labor practice that could reasonably be expected to have a Material Adverse Effect.

(l) Employee Benefits. Each of the Employee Benefit Plans intended to qualify under Section 401 of the Internal Revenue Code so qualifies, and nothing has occurred with respect to the operation of such plan which would cause the loss of such qualification or the imposition of any material liability, penalty or tax under ERISA or the Internal Revenue Code. All contributions and premiums required by law or by the terms of each Employee Benefit Plan have been timely made. Neither NSHC nor its ERISA Affiliates bear any liability for any Pension Plan or Multiemployer Plan and have not had any liability under any Pension Plan or Multiemployer Plan for the last 6 years

(m) Environmental Matters.

(i) There are no Environmental Liabilities at any Relevant Property, which individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(ii) Such Debtor: (A) has operated its business in compliance with all applicable Environmental Laws; (B) has obtained all Environmental Permits required by applicable Environmental Laws for the ownership and operation of its properties, and all such Environmental Permits are in full force and effect or such Person has made all appropriate filings for issuance or renewal of such Environmental Permits; (C) to its Knowledge, is not aware of any acts, omissions, events or circumstances that may interfere with or prevent continued compliance with the Environmental Laws and Environmental Permits referred to in the preceding clauses (A) and (B); (D) has not received written notice of any asserted or threatened claim, action, suit, proceeding, hearing, investigation or request for information relating to any environmental matter; and (E) has not received notice from any Governmental Body that such Debtor is a potentially responsible party under any Environmental Law at any disposal site containing Hazardous Materials, nor has such Debtor received any notice that any lien under any Environmental Law against any property of such Debtor exists, except for matters in each case of (A) through (E) above, which individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(n) Insurance. The policies, binders or self-insurance programs for fire, liability, product liability, workmen's compensation, vehicular and other insurance currently held by or on behalf of NSHC insure its material properties and business activities against such losses and risks as are reasonably believed to be adequate to protect its properties in accordance with customary industry practice. As of the date hereof, all such policies, binders and self-insurance programs are in full force and effect. As of the date hereof, NSHC has not received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures are required. As of the date hereof, NSHC has not received notice of cancellation of any material insurance policy or binder.

(o) Absence of Events of Default. Since the Interim Order Entry Date, no Default or Event of Default has occurred.

(p) Compliance with Laws. Except as otherwise excused by the Bankruptcy Code, NSHC has complied, and is in compliance in all respects, with all laws, except for such instances of non-compliance that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(q) Margin Regulations. No part of the proceeds of the DIP Loans issued hereunder will be used for the purpose of buying or carrying any Margin Stock or to extend credit to others for the purpose of buying or carrying any Margin Stock, in either case in a manner which would violate or conflict with Regulations T, U or X of the Board Governors of the Federal Reserve System. NSHC is not engaged in the business of extending credit to others for the purpose of buying or carrying Margin Stock. Neither the making of the DIP Loans nor any use of proceeds of any such Loans will violate or conflict with the provisions of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as amended from time to time.

(r) Taxes. NSHC has filed all federal and other material Post-Petition Tax returns required to be filed by it and has not failed to pay any material Post-Petition Taxes, or interest and penalties relating thereto, except for Post-Petition Taxes not yet due and except for those the amount or validity of which is currently being contested in good faith by appropriate proceedings diligently pursued and available to NSHC and with respect to which adequate reserves have been set aside on its books in accordance with GAAP.

ARTICLE V AFFIRMATIVE COVENANTS

Section 5.1 Affirmative Covenants. NSHC covenant and agrees that until payment in full of all DIP Obligations (other than indemnification obligations for which no claim has been made as of the applicable date of determination, which indemnity obligations shall continue in full after payment of all DIP Obligations), NSHC shall perform all the covenants in this Article V applicable to it:

(a) Basic Reporting Requirements. NSHC shall furnish to the DIP Lender:

(i) no later than 5:00 p.m. (prevailing Eastern time) on Friday of every other week or if such Friday is not a Business Day, then the immediate succeeding Business Day, the Bi-Weekly Budget Report;

(ii) at any time the Debtors receive any material written notice from any Governmental Body, the Debtors shall provide a copy of such notice to the DIP Lender within one (1) Business Day of receipt, and the Debtors shall provide to the DIP Lender copies of all material reports, certificates and notices that the Debtors may provide to any Governmental Body within one (1) Business Day of transmission;

(iii) a monthly reporting package, no later than thirty (30) days after the end of each calendar month, including cash flow, income statement and balance sheet for such month, accounts payable and receivable reports with aging information; and

(iv) as promptly as reasonably practicable from time to time following the DIP Lender's reasonable request therefor, such other information (including historical information) regarding the operations, business affairs and financial condition of NSHC, the progress of the Chapter 11 Cases or compliance with the terms of any DIP Loan Document.

(b) Verification. NSHC shall keep true and accurate (in all material respects) books of account in accordance with past practices and shall permit the DIP Lender, or any of its designated representatives, upon reasonable notice and at the expense of the NSHC, during normal business hours to examine the books of account of NSHC (and to make copies and/or extracts therefrom) and to discuss the affairs, finances and accounts of NSHC with, and to be advised as to the same by, the managers, executives and officers of NSHC and to be advised as to such or other business records upon the reasonable request of the DIP Lender. Management, advisors, consultants and senior personnel of NSHC shall be available upon reasonable advance notice from the DIP Lender (or its agents or representatives) for meetings with the DIP Lender and its agents or representatives during normal business hours with reasonable prior notice and at such reasonable locations.

(c) Existence; Maintenance of Properties; Compliance with Regulations. NSHC shall maintain its corporate/legal existence and business, maintain its assets in good operating conditions and repair (subject to ordinary wear and tear and casualty damage and to all provisions of this Agreement permitting sales of certain of NSHC's assets), keep their businesses and assets insured in accordance herewith, maintain their chief executive office in the United States, continue to engage in the same or substantially similar lines of business as of the Petition Date, and comply in all respects with all Regulations, including without limitation, ERISA and Environmental Laws, except where a failure to do so could not individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

(d) Notice of Material Events. The Debtors shall notify the DIP Lender promptly in writing upon an Authorized Officer becoming aware of any of the following: (i) the occurrence of any Default or Event of Default, (ii) any noncompliance with any Environmental Law or proceeding in respect thereof which could reasonably be expected to have a Material Adverse Effect, (iii) any change of chief executive office address of the Debtors, (iv) any pending or, to the Knowledge of the Debtors, threatened litigation or similar proceeding affecting the Debtors involving claims in excess of \$100,000 in the aggregate or any material change in any such litigation or proceeding previously reported, (v) Liens in excess of \$100,000 in the aggregate against any assets or properties of the Debtors encumbered in favor of the DIP Lender, and (vi) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

(e) Further Assurances.

(i) The Debtors shall cooperate with the DIP Lender, take such action, execute such documents, and provide such information as the DIP Lender may from time to time reasonably request in order to effect the transactions contemplated by and the purposes and intent of the DIP Loan Documents.

(ii) The Debtors shall promptly, upon request by the DIP Lender, correct, and cause each of the other parties to the DIP Loan Documents to promptly correct, any defect or error that may be discovered in any DIP Loan Document or in the execution, acknowledgment or recordation of the DIP Loan Document. Promptly upon request by the DIP Lender, the Debtors shall execute, authorize, acknowledge, deliver, record, file and register, any and all such further acts, deeds, conveyances, documents, security agreements, pledge agreements, mortgages, deeds of trust, trust deeds, assignments, financing statements and continuations, notices of assignment, transfers, certificates, assurances and other instruments as the DIP Lender may require from time to time in order to carry out more effectively the purposes and intent of each DIP Loan Document. Without limiting the foregoing, the Debtors shall (A) authorize the filing by the DIP Lender of UCC-1 financing statements for all jurisdictions deemed necessary or desirable by the DIP Lender, and (B) take such action from time to time (including, without limitation, authorizing, filing, executing and/or delivering such assignments, security agreements and other instruments) as shall be reasonably requested by the DIP Lender to create, in favor of the DIP Lender, to the extent required under the respective DIP Collateral Documents and to the maximum extent permitted under applicable law, a first-priority perfected Lien in all of the DIP Collateral, subject only to Permitted Liens and the Carve-Out.

(f) Controlled Account Agreements.

(i) NSHC shall use its commercially reasonable efforts to enter into an account control agreement in form and substance acceptable to the DIP Lender (each, a “Controlled Account Agreement”) as necessary to provide the DIP Lender, to the extent not prohibited by applicable law, with “control” over, except as set forth below, each Deposit Account of NSHC (each, a “Controlled Account”) as provided for under Section 9-104 of Article 9 of the UCC (or other applicable law) for the purpose of perfecting the security interest which the DIP Lender has in such Deposit Account pursuant to the DIP Collateral Documents. NSHC further agrees to promptly enter into Controlled Account Agreements for any new Deposit Accounts opened during the DIP Commitment Period, which new Deposit Accounts shall only be opened following notice to, and written consent from, the DIP Lender. No arrangement contemplated hereby or by any Controlled Account Agreement in respect of any such Deposit Account of NSHC, shall be modified by NSHC without the prior written consent of the DIP Lender. Deposit Accounts excluded from the requirements of this section are as follows: Regions Bank (0381) and Regions Bank (5305).

(ii) Subject to the Financing Orders, upon the occurrence and during the continuance of an Event of Default, any disbursements of proceeds in any Controlled Account will only be made at the direction of the DIP Lender; prior to the occurrence of an Event of Default, the Debtors will have access to any funds on deposit in the Controlled Accounts for use solely in accordance with this Agreement and the other DIP Loan Documents. The DIP Lender assumes no responsibility for the Controlled Accounts, including, without limitation, any claim of accord and satisfaction or release with respect to deposits which any banks accept thereunder. Subject to the Financing Orders, upon the occurrence and during the continuance of an Event of Default, all remittances which the Debtors receive in payment of any Accounts, and the proceeds of any other DIP Collateral, shall be (A) kept separate and apart from the Debtors' own funds so that they are capable of identification as the DIP Lender's property; (B) held by the Debtors as trustee of an express trust for the DIP Lender's benefit; and (C) immediately deposited in such accounts designated by the DIP Lender. Subject to the Financing Orders, upon the occurrence and during the continuance of an Event of Default, all proceeds received or collected by the DIP Lender with respect to the Controlled Accounts, and reserves and other property of the Debtors in possession of the DIP Lender at any time or times hereafter, may be held by the DIP Lender, as the case may be, without interest to the Debtors until all DIP Obligations are paid in full or applied by the DIP Lender on account of the DIP Obligations. The DIP Lender may release to the Debtors such portions of such reserves and proceeds as the DIP Lender may determine. The DIP lender shall not have any duty to protect, insure, collect or realize upon the Controlled Accounts or to preserve rights in them.

(g) Insurance. NSHC shall maintain, at their expense, and keep in effect with responsible insurance companies, such liability insurance for bodily injury and third-party property damage as is customary in the case of companies engaged in the same or similar business or having similar properties, similarly situated. NSHC shall keep and maintain, at its expense, their material real and personal property insured against loss or damage by fire, theft, explosion, spoilage and all other risks ordinarily insured against by other owners or users of such properties in similar businesses in an amount equal to the full replacement or cash value thereof, subject to deductible amounts which NSHC, in its reasonable judgment, deems prudent. The DIP Lender shall be named as an additional insured and/or loss payee, as applicable, on each such insurance policy.

(h) Information Regarding DIP Collateral. The Debtors will furnish to the DIP Lender prompt written notice of any change in (i) any the Debtors' corporate name or any trade name used to identify it in the conduct of its business or the Debtors' chief executive office, its principal place of business or its jurisdiction of organization or (ii) the Debtors' federal Taxpayer Identification Number. The Debtors will not affect or permit any change referred to in the preceding sentence unless arrangements satisfactory to the DIP Lender have been made to ensure that all filings will be (or have been) made under the UCC and all other actions have been taken that are required so that such change will not at any time adversely affect the validity, perfection or priority of any Lien established under any DIP Loan Document on the DIP Collateral.

(i) Existence; Conduct of Business. NSHC will do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits (including, without limitation, Environmental Permits) privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except to the extent that failure to so act, which either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. NSHC shall maintain its credit and risk policies substantially as in effect on the Petition Date.

(j) Payment of Obligations. Proceeds of the DIP Loans shall be used solely as provided in Section 2.3

(k) Compliance with Laws. Except as otherwise excused by the Bankruptcy Code, the Debtors will comply with all laws (including, without limitation, all Environmental Laws), rules, licenses, permits, Regulations and orders of any Governmental Body applicable to it or its property, except where failures to do so, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(l) Subsidiaries. Without limitation of the prohibition against forming Subsidiaries under Section 6.1(f) or waiving any Event of Default arising therefrom, if any Subsidiary is nonetheless formed or acquired by the Debtors after the Closing Date, the Debtors will, prior to the date upon which such Subsidiary is formed or acquired, notify the DIP Lender thereof and promptly following such formation or acquisition, cause any equity interest in, assets owned or leased by, or Indebtedness owned by or on behalf, of such Subsidiary to be added to the DIP Collateral. The DIP Lender may require that any such Subsidiary be joined to this Agreement or the DIP Collateral Documents as a borrower or debtor hereunder or thereunder pursuant to joinder agreements in form and substance reasonably satisfactory to the DIP Lender.

(m) Restructuring. NSHC shall, in good faith, continue to pursue the Restructuring and take all commercially reasonable steps to obtain approvals for the Restructuring as expeditiously as is reasonably practicable under applicable law. Any agreements, arrangements, pleadings or other documents relating to a Restructuring which Debtors shall enter into must be acceptable to the DIP Lender.

(n) Bankruptcy Milestones. NSHC shall comply with the Bankruptcy Milestones.

ARTICLE VI NEGATIVE COVENANTS/BUDGET COMPLIANCE

Section 6.1 Negative Covenants. The Debtors covenant and agree that until all of the DIP Obligations (other than indemnification obligations for which no claim has been made as of the applicable date of determination, which indemnity obligations shall continue in full after payment of all DIP Obligations) have been paid or satisfied in full, the Debtors shall perform all covenants in this Section 6.1 applicable to them:

(a) Indebtedness. The Debtors shall not incur, create, assume, become or be liable in any manner with respect to, or permit to exist, any Indebtedness, or guarantee, assume,

endorse, or otherwise become responsible for (directly or indirectly), any Indebtedness, performance, obligations or dividends of any other Person, except:

- (i) the DIP Obligations;
- (ii) the Prepetition Bond Indebtedness; and
- (iii) Indebtedness, including post-petition administrative expenses, incurred in the ordinary course of the Debtors' operations and in compliance with the Budget; provided that such Indebtedness remains at all times unsecured except as provided in Section 6.1(b).

(b) Liens. The Debtors shall not create or incur any Liens on any of the property or assets of the Debtors, except (the Liens described in the following clauses, the "Permitted Liens"):

- (i) the Liens of the DIP Lender securing the DIP Obligations;
- (ii) the Carve-Out;
- (iii) Liens of the Prepetition Secured Parties securing the Prepetition Bond Indebtedness, including the Liens granted pursuant to the Financing Orders and other Liens existing on the date hereof;
- (iv) Liens securing the payment of taxes, assessments or other governmental charges or levies either not yet overdue or the validity of which are being contested in good faith by appropriate proceedings diligently pursued and available to the Debtors and with respect to which adequate reserves have been set aside on its books;
- (v) non-consensual statutory Liens (other than Liens securing the payment of taxes) arising in the ordinary course of the Debtors' business to the extent: (A) such Liens secure Indebtedness which is not overdue or (B) such Liens secure Indebtedness relating to claims or liabilities which are fully insured and being defended at the sole cost and expense and at the sole risk of the insurer or being contested in good faith by appropriate proceedings diligently pursued by the Debtors, in each case prior to the commencement of foreclosure or other similar proceedings and with respect to which adequate reserves have been set aside on its books;
- (vi) zoning and land use restrictions, easements, encumbrances, licenses, covenants and other restrictions affecting the use of real property which do not interfere in any material respect with the use of such real property or ordinary conduct of the business of the Debtors as presently conducted thereon or materially impair the value of the real property which may be subject thereto;
- (vii) purchase money security interests in Equipment (including Capital Leases) to secure Indebtedness permitted under Section 6.1(a)(ii) hereof;

(viii) pledges and deposits of cash by the Debtors after the date hereof in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security benefits consistent with the current practices of the Debtors as of the date hereof;

(ix) pledges and deposits of cash by the Debtors after the date hereof to secure the performance of tenders, bids, leases, trade contracts (other than for the repayment of Indebtedness), statutory obligations and other similar obligations in each case in the ordinary course of business consistent with the current practices of the Debtors as of the date hereof; provided, that, in connection with any performance bonds issued by a surety or other person, the issuer of such bond shall have waived in writing any rights in or to, or other interest in, any of the DIP Collateral in an agreement, in form and substance satisfactory to the DIP Lender;

(x) Liens arising from (A) operating leases and the precautionary UCC financing statement filings in respect thereof and (B) Equipment or other materials which are not owned by the Debtors located on the premises of the Debtors (but not in connection with, or as part of, the financing thereof) from time to time in the ordinary course of business and consistent with current practices of the Debtors and the precautionary UCC financing statement filings in respect thereof; and

(xi) judgments and other similar Liens arising in connection with court proceedings that do not constitute an Event of Default; provided, that, (A) the enforcement of such judgments and Liens remain at all times subject to the automatic stay provisions of the Bankruptcy Code, (B) except as otherwise consented to in writing by the DIP Lender, such Liens are being contested in good faith and by appropriate proceedings diligently pursued by the Debtors, as the case may be, and (C) adequate reserves or other appropriate provision, if any, as are required by GAAP have been made therefor.

(c) Investments. The Debtors shall not make any Investments other than Investments in: (i) marketable obligations of the United States maturing within one (1) year; (ii) certificates of deposit, bankers' acceptances and time and demand deposits of United States banks having total assets in excess of \$1,000,000,000 or other similar cash equivalents; and (iii) existing Investments on the Closing Date shown on the Budget or financial statements (each of (i) through (iii) above, a "Permitted Investment").

(d) Mergers; Asset Sales. Other than any disposals of obsolete, worn out or surplus property and the license or sublicense of intellectual property, the Debtors shall not, without the written consent of the DIP Lender, (i) consummate a merger, amalgamation or consolidation, (ii) enter into any Asset Sale or otherwise effect the disposition of any assets, (iii) purchase, sell, lease or otherwise dispose of assets other than inventory in the ordinary course, (iv) make any changes in the corporate structure or identity of the Debtors which could reasonably be expected to have a Material Adverse Effect or (v) enter into any binding agreement to do any of the foregoing.

(e) Restricted Payments. The Debtors shall not directly or indirectly, declare, order, pay, make or set apart any sum for any Indebtedness other than the DIP Loans or the Prepetition Bond Indebtedness or any other payments permitted by the Bankruptcy Court subject to the Budget.

(f) Subsidiaries. The Debtors shall not form, or cause to be formed, any Subsidiary without the written consent of the DIP Lender.

(g) Chapter 11 Claims. Except as provided in the Financing Orders, the Debtors will not incur, create, assume, suffer to exist or permit any other superpriority expense claim under section 364 of the Bankruptcy Code or any or Lien which is senior to or *pari passu* with, the Liens securing the DIP Obligations.

Section 6.2 Budget Compliance. NSHC shall comply with the Budget (subject to the permitted variances provided in the next immediate sentence), and shall not make any payments, or incur any obligations or liabilities, that are not projected and provided for in the Budget. On the last Business Day of every other week, payments for such cumulative period to date shall not exceed ten percent (10%) of the respective amounts, measured as to each line item in the Budget, and five percent (5%) of the respective amounts, measured on an aggregate basis, set forth for such cumulative period to date in the Budget (provided expenditures for estate professional fees shall not exceed one hundred percent (100%) of the amount allocated for such expenditures in the Budget for such cumulative period, provided further that estate professionals may carry forward any unused expenditures for estate professionals to pay unpaid estate professional fees and expenses that have been allowed pursuant to any orders of the Bankruptcy Court and may carry backward any unused expenditures for estate professionals, up to an aggregate amount of \$150,000 per month, to pay unpaid estate professional fees and expenses that have been allowed pursuant to any orders of the Bankruptcy Court); and receipts for such cumulative period to date shall not be less than ninety percent (90%) of the amounts, on an aggregate basis, set forth for such cumulative period to date in the Budget. This variance (the “Variance”) shall be measured, on a rolling four week period (the “Measuring Period”); provided, however, that for purposes of calculating such Variances, (i) the first Measuring Period shall be the first two weeks after the Petition Date and the first two weeks of the Budget, and (ii) the second Measuring Period shall be the first through fourth weeks after the Petition Date and the first through fourth weeks of the Budget. Any budgeted expenditures not paid in a particular budget period may be paid during a subsequent period and, for the purpose of calculating rolling four week variances set forth above, the Budget will be revised to move such expenditures to the later period, it being understood that such later period can be outside the four week period. Expenditures (except for professional fees which are addressed as set forth above) may be paid in an earlier period in the reasonable discretion of NSHC, in which event the Budget shall be deemed amended to move the expenditure into the week of the actual expenditure for the purpose of calculating rolling four week variances set forth above. NSHC may, at any time, amend or reforecast the Budget, either for the period covered by the Budget or for any period thereafter, and the DIP Lender may approve or not approve such amendment in its sole and absolute discretion. Notwithstanding anything to the contrary in the foregoing, if NSHC exceeds, or on a commercially reasonable basis expect to exceed, any line item in the Budget by at least two hundred thousand dollars (\$200,000), it shall immediately notify the DIP Lender.

ARTICLE VII
INCREASED COSTS; TAXES; SET OFF; ETC.

Section 7.1 Taxes; Withholding, Etc.

(a) Payments to be Free and Clear. Except as otherwise required under this Section 7.1, all sums payable by the Debtors hereunder and under the other DIP Loan Documents shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax (other than an Excluded Tax) imposed, levied, collected, withheld or assessed by or within the United States of America or any political subdivision in or of the United States of America or any other jurisdiction from or to which a payment is made by or on behalf of the Debtors or by any federation or organization of which the United States of America or any such jurisdiction is a member at the time of payment.

(b) Withholding of Taxes. If the Debtors are required by law to make any deduction or withholding on account of any such Tax from any sum paid or payable by the Debtors to the DIP Lender in the ordinary or general conduct of business: (i) the Debtors shall notify the DIP Lender of any such requirement or any change in any such requirement as soon as the Debtors become aware of it, (ii) the Debtors shall pay any such Tax before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on Debtors) for its own account or (if that liability is imposed on the DIP Lender) on behalf of and in the name of the DIP Lender, (iii) if such Tax is an Indemnified Tax, the sum payable by the Debtors in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the DIP Lender, as the case may be, receives on the an amount equal to what it would have received had no such deduction, withholding or payment been required or made, and (iv) within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any Tax which it is required by clause (ii) above to pay, the Debtors shall deliver to the DIP Lender evidence satisfactory to the other affected parties of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

(c) Taxpayer Identification. Upon the reasonable request of the Debtors, the DIP Lender shall deliver to the Debtors two (2) properly completed and duly executed copies of United States Internal Revenue Service Form W-9 (certifying that the DIP Lender is entitled to an exemption from U.S. backup withholding tax) or any successor form on or before the date the DIP Lender becomes a party hereto. Upon the reasonable request of the Debtors, the DIP Lender also agrees to deliver to the Debtors two (2) further copies of said Form W-9, properly completed and duly executed, on or before the date that any such form expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Debtors, and such extensions or renewals thereof as may reasonably be requested by the Debtors, unless in any such case an event (including, without limitation, any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required that renders all such forms inapplicable or that would prevent the DIP Lender from duly completing and delivering any such form with respect to it and the DIP Lender so advises the Debtors.

Section 7.2 Right of Set Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence and during the continuance of any Event of Default, the DIP Lender is hereby authorized by the Debtors at any time or from time to time, without notice to the Debtors or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Indebtedness at any time held or owing by the DIP Lender to or for the credit or the account of the Debtors against and on account of the DIP Obligations of the Debtors to the DIP Lender hereunder, irrespective of whether or not (a) the DIP Lender shall have made any demand hereunder or (b) the principal of or the interest on the DIP Loans or any other amounts due hereunder or the other DIP Loan Documents shall have become due and payable and although such obligations and liabilities, or any of them, may be contingent or unmatured; provided that the DIP Lender shall notify the Debtors promptly upon the exercise of any set-off and the appropriation and application made by the DIP Lender, but the failure to give such notice shall not affect the validity of such set-off and application.

ARTICLE VIII EVENTS OF DEFAULT

Section 8.1 Events of Default. Any one or more of the following events which shall occur and be continuing shall constitute an “Event of Default”:

(a) Failure to Make Payments When Due. Failure by the Debtors to pay any of the DIP Obligations, including failure by the Debtors to pay when due principal of, or interest on, the DIP Loans, whether at stated maturity, by acceleration, by mandatory prepayment or otherwise, or any other amount due hereunder and set forth in the Budget;

(b) Breach of Certain Covenants. Failure of the Debtors (to the extent applicable to such Debtor) to perform or comply with any material term or condition contained in Section 2.3, Article V or Article VI, including, without limitation, failure to meet or comply with the terms of the Budget (including permitted variances) or to timely achieve the Bankruptcy Milestones, and such default shall not have been remedied by the Debtors (to the extent possible) or waived by the DIP Lender within ten (10) Business Days after the date upon which written notice thereof is given to the Debtors by the DIP Lender;

(c) Breach of Representations, Etc. Any representation, warranty, certification or other written statement made or deemed made by the Debtors in any DIP Loan Document or in any statement or certificate at any time given by the Debtors in writing, pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made or deemed made;

(d) Other Defaults Under DIP Loan Documents. The Debtors shall default in the performance of or compliance with any term contained in any of the DIP Loan Documents, other than any such term referred to in any other section of this Section 8.1, and such default shall not have been remedied or waived within fifteen (15) Business Days after the date upon which written notice thereof is given to the Debtors by the DIP Lender;

(e) Conversion or Dismissal of Case. (i) The entry of an order dismissing the Chapter 11 Cases which does not contain a provision for termination of this Agreement, and payment in full in cash of all Obligations upon entry of such order dismissing the Chapter 11 Cases (other than contingent indemnification obligations for which no claim has been made) or converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or the Debtors file a motion or other pleading seeking entry of such an order or supports or fails to timely oppose such dismissal or conversion; or (ii) the entry of an order whereby a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code Section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, or the Debtors apply for, consent to, support, acquiesce in or fail to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in the case of each of clauses (i) and (ii), without the prior written consent of the DIP Lender in its sole discretion;

(f) Challenges. The Debtors take any action to, or fail to oppose any action by any other Person to (including, but not limited to, (a) challenging the standing of such party to bring any such action, (b) filing pleadings, providing evidentiary support, and appearing in court to support and present the same in opposition of such party's action, and (c) timely prosecuting all available appeals of any order or decision authorizing such party's actions or approving relief granted to such party or timely opposing all appeals (or attempts to appeal) decisions denying standing or relief to such party) (i) impair any of the material rights and remedies of the DIP Lender under the DIP Loan Documents, or (ii) avoid, subordinate, disallow, or require disgorgement by the DIP Lender of any amount received in respect of the DIP Obligations;

(g) DIP Loan Documents Impaired. At any time after the execution and delivery thereof, (i) this Agreement or any DIP Loan Document ceases to be in full force and effect (other than by reason of a release of DIP Collateral in accordance with the terms hereof or thereof or the satisfaction in full of the DIP Obligations in accordance with the terms hereof) or shall be declared null and void, or the DIP Lender shall not have or shall cease to have a valid and perfected first priority Lien, subject only to Permitted Liens, in any material portion of DIP Collateral purported to be covered by the DIP Collateral Documents or (ii) the Debtors shall contest the validity or enforceability of any DIP Loan Document in writing or deny in writing that it has any further liability under any DIP Loan Document to which it is a party;

(h) Liens. At any time after the execution and delivery thereof, the Liens created by the DIP Collateral Documents shall not constitute a valid and perfected first priority Lien on the DIP Collateral intended to be covered thereby (to the extent perfection by filing, registration, recordation or possession is required herein or therein) in favor of the DIP Lender, free and clear of all other Liens (other than Permitted Liens and the Carve-Out), or, except for expiration in accordance with its terms, any of the DIP Collateral Documents shall for whatever reason be terminated or cease to be in full force and effect, or the enforceability thereof shall be contested by the Debtors;

(i) Condemnation or Forfeiture of DIP Collateral. Any judicial process, condemnation or forfeiture proceedings is brought against any material item or material portion of the DIP Collateral or any rights therein shall be subject to such judicial process, condemnation

or forfeiture proceedings, in each case which is not stayed in the Chapter 11 Cases by the Bankruptcy Code;

(j) Trustee. A trustee, receiver, interim receiver, examiner, or responsible officer with enlarged powers relating to the operation of the business of the Debtors (powers beyond those set forth in sections 1106(a)(3) and (a)(4) of the Bankruptcy Code), shall be appointed in the Chapter 11 Cases;

(k) Government Restraint. Any Governmental Body, by a final, non-appealable order, ruling or other action, shall prevent the Debtors from conducting any material part of the Debtors' business, to the extent such prevention could reasonably be expected to result in a Material Adverse Effect;

(l) Operating Licenses. The loss, revocation, or termination of any license, permit, lease or agreement necessary or material to NSHC's business, or the cessation of any material part of NSHC's business, to the extent such loss, revocation, or termination could reasonably be expected to result in a Material Adverse Effect;

(m) Relief from Automatic Stay. The Bankruptcy Court shall enter an order granting relief from the automatic stay to any creditor or party in interest (i) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any material assets of NSHC, or (ii) to permit other actions that the DIP Lender may, in its sole discretion, deem to have a Material Adverse Effect;

(n) Financing Orders. The Final Order is not entered by May 17, 2022, or the Debtors shall fail to comply with, the or there is otherwise any material breach or default of, the Financing Orders or any other order of the Bankruptcy Court or any order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying in any material respect the Financing Orders without the prior written consent of the DIP Lender;

(o) Judgments. Any uninsured judgments as to any Post-Petition obligation shall be rendered against the Debtors and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants), or there shall be rendered against the Debtors a nonmonetary judgment with respect to a Post-Petition event, in each case which causes or would reasonably be expected to cause a Material Adverse Effect;

(p) Material Impairment. The filing of a motion, pleading or proceeding by the Debtors which could reasonably be expected to result in a material impairment of the rights or interests of the DIP Lender under the DIP Loan Documents or the Financing Orders or a determination by a court with respect to a motion, pleading or proceeding brought by another party which results in such a material impairment;

(q) Plan Support Agreement. The occurrence of a Support Agreement Termination Event under a Plan Support Agreement (as defined therein), if and when a Plan Support Agreement is executed by the Debtors and the Trustee; provided that, for the avoidance of doubt, this sub-provision shall be inapplicable if a Plan Support Agreement is not executed; or

(r) Landlord Action. NSHC resolves the Landlord Action in a manner which is not consented to by the DIP Lender and the Trustee.

Section 8.2 Remedies. Subject to the Financing Orders, upon the occurrence of an Event of Default then: (i), the DIP Lender may, by written notice to the Debtors, take any or all of the following actions, at the same or different times, in each case without further order of or application to the Bankruptcy Court (provided, that with respect to the enforcement of DIP Liens or other remedies with respect to the DIP Collateral under clause (iii) below, the DIP Lender shall provide the Debtors with five (5) Business Days' written notice prior to taking the action contemplated thereby; in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing): (a) declare the DIP Loan Commitment terminated, whereupon the DIP Loan Commitments of the DIP Lender shall forthwith terminate immediately; (b) declare and otherwise accelerate the principal of and any accrued interest in respect of all DIP Loans and any promissory notes evidencing such DIP Loans and all other DIP Obligations owing with respect thereto hereunder and thereunder to be, whereupon the same shall become, forthwith immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Debtors; and (c) enforce all of the DIP Liens and security interests created pursuant to the DIP Collateral Documents securing DIP Obligations owing to the DIP Lender in accordance with applicable Regulations and (ii) in addition to the foregoing, upon the occurrence of an Event of Default, the DIP Lender may, (x) exercise any right of counterclaim, setoff, banker's lien or otherwise which it may have with respect to money or property of the Debtors, (y) bring any lawsuit, action or other proceeding permitted by law for the specific performance of, or injunction against any violation of, any DIP Loan Document and may exercise any power granted under or to recover judgment under any DIP Loan Document, and (iii) exercise any other right or remedy permitted by applicable Regulations or otherwise available to the DIP Lender at law, in equity or otherwise.

Section 8.3 Remedies Cumulative. No remedy herein conferred upon the DIP Lender is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of law.

Section 8.4 Application of Proceeds. The DIP Lender shall apply any proceeds from pursuit of any remedy first to costs, fees (including the Commitment Fee) and expenses provided for herein, then to interest on the DIP Loans which is due and outstanding and then to principal on the DIP Loans which is due and outstanding.

ARTICLE IX MISCELLANEOUS

Section 9.1 Amendments and Waivers; Release of DIP Collateral.

(a) General Amendments and Waivers. No amendment, modification, termination (other than pursuant to the express terms of the DIP Loan Documents) or waiver of any provision of the DIP Loan Documents, or consent to any departure by the Debtors therefrom, shall be effective without the written consent of the DIP Lender and the Debtors.

(b) Effect of Notices, Waivers or Consents. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Debtors in any case shall entitle the Debtors to any other or further notice (except as otherwise specifically required hereunder or under any of the DIP Loan Documents) or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 9.1 shall be binding upon the DIP Lender and the Debtors, if signed by the Debtors and DIP Lender.

Section 9.2 Notices. All notices, requests, demands and other communications to any party or given under any DIP Loan Document (collectively, the “Notices”) will be in writing and delivered personally, by overnight courier or by registered mail to the parties at the following address or sent by electronic transmission (with confirmation of transmission), to the address specified below (or at such other address as will be specified by a party by like notice given at least five calendar days prior thereto):

(a) If to the Debtors, at:

NORTHWEST SENIOR HOUSING CORPORATION
Attn: Nick Harshfield
8523 Thackery Street
Dallas, Texas 75225
Email: nick.harshfield@lifespacecommunities.com

with a copy sent contemporaneously by email to (which shall not constitute notice):

POLSINELLI PC
Attn: Bobby Guy
401 Commerce Street, St. 900
Nashville, TN 37219
Email: bguy@polsinelli.com

(b) If to the DIP Lender, at:

UMB BANK, N.A.
Corporate Trust Services
Attn: Irina Palchuk
100 William Street, St. 1850
New York, NY 10038
Email: irina.palchuk@umb.com

with a copy sent contemporaneously by email to (which shall not constitute notice):

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND
POPEO, P.C.
Attn: Daniel S. Bleck
One Financial Center
Boston, MA 02111

Email: dsbleck@mintz.com

All Notices will be deemed delivered when actually received. Each of the parties will hereafter notify the other in accordance with this Section of any change of address or email address to which notice is required to be mailed.

Section 9.3 Expenses. Whether or not the transactions contemplated hereby shall be consummated or any DIP Loans shall be made, the Debtors agree to pay promptly, subject to the Financing Orders (but no later than the Maturity Date), upon written demand from the DIP Lender (together with summary backup documentation supporting such reimbursement request) and without the requirement for Bankruptcy Court approval in the event the transactions contemplated hereby are consummated:

(i) all the reasonable, out-of-pocket costs and expenses of preparation of the DIP Loan Documents and any consents, amendments, waivers or other modifications thereto; the reasonable fees, expenses and disbursements of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., as counsel to the DIP Lender, in connection with the negotiation, preparation, execution and administration of the DIP Loan Documents and any consents, amendments, supplements, waivers or other modifications thereto;

(ii) all the reasonable, out of pocket costs and expenses of creating and perfecting Liens in favor of the DIP Lender pursuant hereto, including, without limitation, filing and recording fees, expenses, stamp or documentary taxes, search fees, title insurance premiums and reasonable fees, expenses and disbursements of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., as counsel to the DIP Lender, and any other counsel of the DIP Lender in any other jurisdiction;

(iii) upon the occurrence and during the continuance of an Event of Default or as otherwise incurred in connection with visits and inspections permitted by Section 5.1(b) (the expenses for which are required to be paid by the Debtors pursuant to such Section), all the actual costs and reasonable fees, expenses and disbursements of any auditors, accountants, consultants or appraisers incurred in connection with the preservation and protection of the DIP Lender's rights under this Agreement and the other DIP Loan Documents;

(iv) all the actual costs and reasonable expenses, including, without limitation, upon the occurrence and during the continuance of an Event of Default or as otherwise incurred in connection with visits and inspections permitted by Section 5.1(b), the expenses for which are required to be paid by the Debtors pursuant to such Section, the reasonable fees, expenses and disbursements of any appraisers, consultants, advisors and agents employed or retained by the DIP Lender and its counsel in connection with the inspection, verification, custody or preservation of any of the DIP Collateral, to the extent required or permitted hereunder;

(v) after the occurrence and during the continuance of a Default or an Event of Default, all out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and out-of-pocket costs, incurred by the DIP Lender in enforcing any DIP Obligations of or in collecting any payments due from the Debtors hereunder or under the other DIP Loan Documents by reason of such Default or Event of Default (including in connection with the sale of, collection from, or other realization upon any of the DIP Collateral) or in connection with any negotiations, reviews, refinancing or restructuring of the credit arrangements provided hereunder, including without limitation in the nature of a "workout" or pursuant to any insolvency or bankruptcy cases or proceedings; and

(vi) the foregoing shall not be construed to limit any other provisions of the DIP Loan Documents regarding costs and expenses to be paid by the Debtors.

Section 9.4 Enforceability; Successors and Assigns.

(a) Enforceability; Successors and Assigns. This Agreement will be binding upon and inure to the benefit of and is enforceable by the respective successors and permitted assigns of the parties hereto. This Agreement may not be assigned by the Debtors hereto without the prior written consent of the DIP Lender. Any assignment or attempted assignment in contravention of this Section 9.4(a) will be void *ab initio* and will not relieve the assigning party of any obligation under this Agreement.

(b) Assignments. The DIP Lender may assign (an "Assignment") all or a portion of its rights and obligations under the DIP Loan Documents (including all or a portion of the DIP Lender's DIP Loans and DIP Loan Commitment, as the case may be, in a minimum amount of \$250,000) to any Assignee. Such Assignment may be made only with the consent of the Debtors, which consent shall not be unreasonably withheld; provided, however, that following an Event of Default, the Assignment may be made without the consent of the Debtors. From and after the date of the Assignment, the Assignee shall be a party hereto and, to the extent of the interest assigned pursuant to the Assignment, have the rights and obligations of the DIP Lender under this Agreement, and the assigning DIP Lender shall, to the extent of the interest assigned, be released from its obligations under this Agreement. No Assignment by the DIP Lender shall release the DIP Lender from its obligations hereunder arising prior to the date of such assignment. The Debtors hereby consent to the disclosure of any information obtained by DIP Lender in connection with this Agreement to any Person to which DIP Lender sells, or proposes to sell, its DIP Loans or DIP Loan Commitment, provided any such Person shall agree to keep any such information confidential in a manner and on terms substantially consistent with the Trustee's confidentiality obligations.

Section 9.5 Integration. This Agreement and the other DIP Loan Documents contain and constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

Section 9.6 No Waiver; Remedies. No failure or delay by any party in exercising any right, power or privilege under this Agreement or any of the other DIP Loan Documents will operate as a waiver of such right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies provided in the DIP Loan Documents will be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.7 Setoff. The Debtors hereby, subject to the Financing Orders and the Carve-Out, grant to the DIP Lender a continuing lien, security interest and right of setoff as security for all liabilities and obligations to the DIP Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the DIP Lender or any Affiliate and their successors and assigns or in transit to any of them. Regardless of the adequacy of any collateral, if any of the DIP Obligations are due and payable and have not been paid or any Event of Default shall have occurred, any deposits or other sums credited by or due from the DIP Lender to the Debtors and any securities or other property of the Debtors in the possession of the DIP Lender may be applied to or set off by the DIP Lender against the payment of DIP Obligations and any and all other liabilities, direct, or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Debtors to the DIP Lender. **ANY AND ALL RIGHTS TO REQUIRE THE DIP LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER DIP COLLATERAL WHICH SECURES THE DIP OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE DEBTORS ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.**

Section 9.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

Section 9.9 Governing Law; Submission To Jurisdiction; Venue.

(a) **SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT, THIS AGREEMENT AND THE OTHER DIP LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN CERTAIN OF THE OTHER DIP LOAN DOCUMENTS, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAWS RULES AND PRINCIPLES THEREUNDER) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DIP LOAN DOCUMENT SHALL BE BROUGHT IN THE BANKRUPTCY COURT, OR IN THE EVENT THAT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT EXERCISE JURISDICTION, THEN IN ANY STATE OR FEDERAL COURT OF COMPETENT**

JURISDICTION IN THE STATE OF TEXAS, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER DIP LOAN DOCUMENT, THE DEBTORS HEREBY IRREVOCABLY ACCEPT FOR THEMSELVES AND IN RESPECT OF THEIR PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE DEBTORS HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH COURTS LACKS PERSONAL JURISDICTION OVER THE DEBTORS, AND AGREE NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DIP LOAN DOCUMENT BROUGHT IN THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER THE DEBTORS. THE DEBTORS FURTHER IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OUT OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE DEBTORS AT THE ADDRESS SET FORTH IN SECTION 9.2 HEREOF, SUCH SERVICE, NOTWITHSTANDING THE PERIODS OF TIME PROVIDED FOR IN SECTION 9.2, TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. THE DEBTORS HEREBY IRREVOCABLY WAIVE ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER DIP LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE DIP LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE DEBTORS IN ANY OTHER JURISDICTION.

(b) THE DEBTORS HEREBY IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DIP LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURTS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 9.10 Waiver of Jury Trial. **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS**

AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 9.12 Survival. All representations, warranties, covenants, agreements, and conditions contained in or made pursuant to this Agreement or the other DIP Loan Documents shall survive (a) the making of the Loans and the payment of the DIP Obligations and (b) the performance, observance and compliance with the covenants, terms and conditions, express or implied, of all DIP Loan Documents, until the due and punctual (i) indefeasible payment of the DIP Obligations and (ii) performance, observance and compliance with the covenants, terms and conditions, express or implied, of this Agreement and all of the other DIP Loan Documents; provided, however, that the provisions of Article VII and Section 9.3 (other than Section 9.3(a)(iii), except to the extent fees, costs and expenses have been incurred prior to termination hereof but not paid in accordance with such Sections, in which case such Sections shall survive only to require payment of such fees, costs and expenses) shall survive (x) indefeasible payment of the DIP Obligations and (y) performance, observance and compliance with the covenants, terms and conditions, express or implied, of this Agreement and all of the other DIP Loan Documents.

Section 9.13 Maximum Lawful Interest. Notwithstanding anything to the contrary contained herein, in no event shall the amount of interest and other charges for the use of money payable under this Agreement or any other DIP Loan Document exceed the maximum amounts permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. The Debtors and the DIP Lender, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and other charges for the use of money and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if the amount of such interest and other charges for the use of money or manner of payment exceeds the maximum amount allowable under applicable law, then, ipso facto as of the Closing Date, the Debtors are and shall be liable only for the payment of such maximum as allowed by law, and payment received from the Debtors in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Loans to the extent of such excess.

Section 9.14 No Marshalling. The DIP Lender shall not be required to marshal any present or future DIP Collateral and the Debtors hereby agree that they will not invoke any law relating to the marshalling of collateral and irrevocably waive the benefits of any such laws.

Section 9.15 Interpretation. As used in this Agreement, references to the singular will include the plural and vice versa and references to the masculine gender will include the feminine and neuter genders and vice versa, as appropriate. Unless otherwise expressly provided in this Agreement (a) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement and (b) article, section, subsection, and schedule references are references with respect to this Agreement unless otherwise specified. Unless the context otherwise requires, the term “including” will mean “including, without limitation.” The headings in this Agreement and in the Schedules are included for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 9.16 Ambiguities. This Agreement and the other DIP Loan Documents were negotiated between legal counsel for the parties and any ambiguity in this Agreement or the other DIP Loan Documents shall not be construed against the party who drafted this Agreement or such other DIP Loan Documents.

Section 9.17 The PATRIOT Act. The DIP Lender hereby notifies the Debtors, that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Debtors and other information that will allow the DIP Lender to identify the Debtors in accordance with the PATRIOT Act.

Section 9.18 Conflicting Provisions in Security Documents. In the event that any provisions of this Agreement conflict with any DIP Collateral Document, the provisions of this Agreement shall govern.

Section 9.19 Conflicting Provisions in the Financing Orders. In the event that any provisions of this Agreement conflict with any provisions in the Financing Orders, the provisions of the Financing Orders shall control.

Section 9.20 Modifications. Except as specifically contemplated in the Financing Orders, the DIP Liens, lien priority, administrative priorities and other rights and remedies granted to the DIP Lender pursuant to this Agreement and the Financing Orders (specifically, including, but not limited to, the existence, perfection and priority of the DIP Liens provided herein and therein and the administrative priority herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Debtors (pursuant to section 364 of the Bankruptcy Code or otherwise), or by any dismissal or conversion of the Chapter 11 Case, or by any other act or omission whatsoever (other than in connection with any asset disposition permitted hereunder). Without limitation, notwithstanding any such order, financing, extension, incurrence, dismissal, conversion, act or omission: (i) except for the Carve-Out having priority over the DIP Obligations, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on a parity with any claim of the DIP Lender against the Debtors in respect of any DIP Obligation; (ii) the Liens granted under the DIP Loan Documents shall continue to be valid and perfected and with the specified priority without the necessity that financing statements be filed or that any other action be taken, or document or instrument registered or delivered, under applicable non-bankruptcy law; and (iii)

notwithstanding any failure on the part of the Debtors or the DIP Lender to perfect, maintain, protect or enforce the Liens in the DIP Collateral granted under the DIP Loan Documents, the Financing Orders shall automatically, and without further action by any Person, perfect such Liens against the DIP Collateral of the Debtors.

Section 9.21 Release. EACH DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE DIP OBLIGATIONS (OR THE PREPETITION OBLIGATIONS OWED TO THE PREPETITION SECURED PARTIES) OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM THE DIP LENDER (IN ITS CAPACITY AS DIP LENDER HEREUNDER AND IN ITS CAPACITY AS A PREPETITION SECURED PARTY) OR OTHER PREPETITION SECURED PARTIES. THE DEBTOR HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE DIP LENDER (IN ITS CAPACITY AS DIP LENDER HEREUNDER AND IN ITS CAPACITY AS A PREPETITION SECURED PARTY), THE OTHER PREPETITION SECURED PARTIES, THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, OBLIGATIONS, DEBTS AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT OR CONDITIONAL, OR AT LAW OR IN EQUITY, IN ANY CASE ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED THAT SUCH DEBTOR MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES, IF ANY, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND THAT ARISE FROM ANY DIP LOANS OR PREPETITION INDEBTEDNESS, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE DIP LOAN DOCUMENTS OR THE PREPETITION CREDIT AGREEMENTS AND THEIR RELATED DOCUMENTS, AND/OR NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE FOREGOING RELEASE SHALL BE SUBJECT TO THE RIGHTS OF THE COMMITTEE OR ANY OTHER PARTY IN INTEREST UNDER THE FINANCING ORDERS.

Section 9.22 Electronic Transactions. The transaction described herein may be conducted, and related documents may be stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank; signatures on following pages.]

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective representatives thereunto duly authorized as of the date first written above.

BORROWERS:

Northwest Senior Housing Corporation

By: _____
Print Name:
Title:

Senior Quality Lifestyles Corporation

By: _____
Print Name:
Title:

DIP LENDER:

UMB Bank, N.A., in its capacity as Trustee

By: _____
Print Name:
Title:

SCHEDULE 2.1**DIP LOAN COMMITMENTS**

<u>DIP Loans</u>	<u>Commitment Amount</u>
Initial DIP Loans	\$[1,540,000]
DIP Loans (less Initial DIP Loans)	\$[8,560,000]
DIP Loan Commitment (cumulative)	\$[10,100,000]

EXHIBIT A

Budget

EXHIBIT B

Form of Borrowing Certificate

Borrowing Certificate

Reference is hereby made to that certain Priming Superpriority Debtor-In-Possession Credit Agreement (the “DIP Credit Agreement”) dated as of April [], 2022, by and between Northwest Senior Housing Corporation (“NSHC”), Senior Quality Lifestyles Corporation (“SQLC” and together with NSHC, the “Debtors”) and UMB Bank, N.A., in its capacity as Trustee (the “DIP Lender”). Capitalized terms used but not defined herein shall have the meanings given to them in the DIP Credit Agreement. The undersigned, in their capacity as an Authorized Officer of the Debtors and not individually, hereby certifies as follows as of [], 2021 (the “Borrowing Date”):

1. DIP Loans. Pursuant to the terms of the DIP Credit Agreement, the Debtors are authorized to borrow DIP Loans in an amount equal to the DIP Loan Commitment during the DIP Commitment Period, solely in compliance with the DIP Credit Agreement. The Debtors hereby request an advance of DIP Loans in the aggregate amount of \$_____ (the “Borrowing”) to be transferred to the Debtors within four (4) Business Days of the Borrowing Date.
2. Representations and Warranties. On and as of the Borrowing Date (both before and after giving effect to the Borrowing requested hereby and application of such proceeds), the representations and warranties of the Debtors contained in the DIP Loan Documents are true and correct in all material respects (except to the extent such representations and warranties specifically relate to an earlier date, such representations and warranties are true and correct on and as of such earlier date).
3. No Default or Event of Default. As of the Borrowing Date, no event has occurred or is continuing or would result from the consummation of the Borrowing requested hereby, or the application of such proceeds, that would constitute a Default or an Event of Default.
4. Available Commitments. After making the DIP Loans requested by this Borrowing, the aggregate outstanding principal amount of the DIP Loans will not exceed the DIP Loan Commitment.
5. Use of Proceeds. The proceeds of the DIP Loans advanced under this Borrowing will be used by the Debtors in accordance with the Budget and the DIP Credit Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Borrowing Certificate as of the date first above written.

Northwest Senior Housing Corporation

By: _____
Print Name:
Title:

Senior Quality Lifestyles Corporation

By: _____
Print Name:
Title: