

Item 2. Vote on Plan.

The Holder of the Class 4 Claim against the Debtor, the aggregate amount of which is set forth in Item 1, votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☒ **REJECT** (vote AGAINST) the Plan

Item 3. Third-Party Release Opt-In Election

YOU MAY CHECK THE BOX BELOW TO ELECT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.A.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN UNLESS YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-IN BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER OR NOT YOU ELECT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.A.2 OF THE PLAN.

The Holder of the Claim identified in Item 1 elects to:

☐ **OPT INTO the Third-Party Release**

Do NOT
check this
box

Important information regarding releases under the Plan.³

Article X.A.1 of the Plan provides for a release by the Debtor (the "Debtor Release"):

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, the Wind-Down Debtor, and the Debtor's Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives (including the Liquidation Trustee), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, the Wind-Down Debtor, or the Debtor's Estate (as applicable), whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtor, the Wind-Down

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

- In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION: F12922B1-9557-42

- Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.
- Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.
- The Voting Agent's Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

OR

Via Paper Ballot (if applicable).

- Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Buckingham Senior Living Community, Inc. c/o Epiq Ballot Processing P.O. Box 4422 Beaverton, OR 97076-4422	Buckingham Senior Living Community, Inc. c/o Epiq Ballot Processing 10300 SW Allen Blvd. Beaverton, OR 97005

- If you would like to coordinate hand delivery of your Ballot, please send an email to BuckinghamInfo@epiqglobal.com with "Hand Delivery of Ballot" in the subject line and provide the anticipated date and time of your delivery.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim in the following aggregate unpaid amount:²

\$786,250.00

² For voting purposes only, subject to tabulation rules.

Buckingham Senior Living Community, Inc.
Ballot for Class 4 (General Unsecured Claims)

FILL IN

(Print or Type)

Name of Holder:	_____
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

SMITH, JOE & NANCY
C/O BAKER & ASSOCIATES
950 ECHO LANE, SUITE 300
HOUSTON, TX 77024

Voting Amount: \$786,250.00

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

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

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein. For the avoidance of doubt, a Ballot submitted via the Voting Agent's electronic Ballot Portal shall be deemed to contain an original signature.

5. Your Ballot must be returned to the Voting Agent so as to be actually received by the Voting Agent on or before the Voting Deadline. **The Voting Deadline is August 14, 2026, at 4:00 p.m. (Prevailing Central Time).**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor.

7. The method of delivery of Ballots to the Voting Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting Agent ***actually receives*** the originally executed Ballot or, in the case of an electronic Ballot, a properly completed Ballot submitted through the Voting Agent's Ballot Portal in accordance with the instructions herein. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Claim with respect to the same class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your Claims within your respective class either to accept or reject the Plan and may ***not*** split your vote. A Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.

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

11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtor, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.